

Meeting of the Board of Trustees

March 27, 2017

CALL TO ORDER: 4:30 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(4 matters)
 - B. Public Employee Employment (Government Code Section 54957(b).)(1 matter)
 - a. Chancellor's Recruitment
 - C. Public Employee Performance Evaluation: Interim Chancellor
 - D. Public Employee Performance Evaluation (Government Code Section 54957(b).)
 - a. Academic Administrators, Saddleback College (2)
 - b. Academic Administrators, Irvine Valley College (2)
 - c. Academic Administrator, District Services (1)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Police Officers Association Agency Designated Negotiator: David P. Bugay, Ph.D.
 - B. California School Employees Association (CSEA)
 Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)
 - A. Lease of Property by District: Portion of Advanced Technology Park (ATEP) site: China First Capital Group Limited, 15445 Lansdowne Road, Tustin; regarding price and terms of payment. Agency

- Designated Negotiator: Debra Fitzsimons, Ed.D.
- B. Lease of Property by District: Portion of Advanced Technology Park (ATEP) site: Pacific Medical Buildings, LLC, 15445 Lansdowne Road, Tustin; regarding price and terms of payment. Agency Designated Negotiator: Debra Fitzsimons, Ed.D.
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
 - Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1)
 (3 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 **Invocation**

Led by Trustee Marcia Milchiker

2.3 Pledge of Allegiance

Led by Trustee T.J. Prendergast

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
 - Trustee Lang requested a report on existing board policies that call for administrative regulations for which such regulations have not yet been developed.

4.0 DISCUSSION ITEMS

4.1 Saddleback College and Irvine Valley College: Adult Education
College representatives will present a brief overview of the Adult Education
Block Grant.

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 February 27, 2017.
- 5.2 Saddleback College: Saddleback College: New/Revised Programs for the 2017-18 Academic Year; Revised Courses for the 2017-18 Academic Year and Revised Courses for the 2018-19 Academic Year Approve proposed curriculum changes for the 2017-18 and 2018-19 academic years at Saddleback College.
- 5.3 Saddleback College: Revision of 2017-18 Instructional Material/Laboratory Fees in Advanced Technology and Applied Science and Fine Arts

Approve the Saddleback College revised Instructional Material Fees in Advanced Technology and Applied Science and Fine Arts courses for 2017-18.

5.4 SOCCCD: Saddleback College Sciences Building Project, Change Order No.7, C.W. Driver

Approve Board Change Order No. 7 for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with C.W. Driver to the construction agreement resulting in a decrease of \$185,726 for a revised final contract total of \$55,681,193.

- 5.5 **SOCCCD: Student Out of State Travel**
 - Approve the colleges' student out-of-state travel for the participants, dates, locations, courses and costs as listed.
- 5.6 Saddleback College and Irvine Valley College: Speakers
 Approve general fund honoraria for speakers for events and/or classes at
 Saddleback College and Irvine Valley College.
- 5.7 SOCCCD: Irvine Valley College Classroom B230 Renovation Project, Notice of Completion, A2Z Construct, Inc.

 Authorize filing the Notice of Completion for the Irvine Valley College B230
 - Classroom Renovation project to A2Z Construct, Inc., for a final contract amount of \$120,092.03.
- 5.8 SOCCCD: Irvine Valley College Sand Volleyball Courts Expansion

Project, Notice of Completion, STL Landscape, Inc.

Authorize filing the Notice of Completion for the Irvine Valley College Sand Volleyball Courts Expansion project to STL Landscape, Inc. for a final contract amount of \$260,000. It is also recommended that the Board authorize the release of retention 35 days after filing.

5.9 SOCCCD: ATEP Wayfinding Signage Design Consultant Services, M. Arthur Gensler Jr. & Associates, Inc.

Approve an agreement with M. Arthur Gensler Jr. & Associates, Inc. to provide Wayfinding Signage Design Consultant Services at ATEP, for a not to exceed amount of \$111,780.

5.10 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Change Order No. 2, Griffith Company

Approve Board Change Order No. 2 to the construction agreement for the ATEP Site Utilities and Infrastructure Phase I project and authorize staff to execute the corresponding change order with Griffith Company, resulting in an increase of \$302,579, for a revised contract total of \$5,845,015.

5.11 SOCCCD: Work order for Software Development and Project Management Services, Neudesic, LLC

Approve the work order with Neudesic LLC, for an amount not to exceed \$485,472 for the term of March 28, 2017 through December 31, 2017.

5.12 SOCCCD: Budget Amendment: Adopt Resolution No. 17-07 to Amend FY 2016-2017 Adopted Budget

Adopt Resolution No. 17-07 to amend the FY 2016-2017 Adopted Budget.

5.13 **SOCCCD: Transfer of Budget Appropriations**

Ratify the Transfer of Budget Appropriations.

5.14 **SOCCCD: February and March 2017 Change Orders/ Amendments** Ratify the change orders and amendments as listed.

5.15 **SOCCCD: Purchase Orders and Checks**

Ratify the purchase orders and checks as listed.

5.16 **SOCCCD: February - 2017 Contracts**

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 **SOCCCD: CCCT Board of Directors Election 2017**

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

6.2 SOCCCD: ATEP County of Orange Land Exchange Site, Enter into a

Grant of Easements Agreement with Irvine Ranch Water District

Conduct a public hearing on the proposed Grant of Easements agreement with Irvine Ranch Water District at ATEP County of Orange Land Exchange Site.

6.3 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution 17-09 and Enter into Grant of Easements Agreement with Irvine Ranch Water District at ATEP County of Orange Land Exchange Site

Adopt Resolution No. 17-09 to authorize entering into a Grant of Easements agreement with Irvine Ranch Water District at ATEP County of Orange Land Exchange Site.

- 6.4 SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter into a Grant of Easement Agreement with Southern California Edison Conduct a public hearing on the proposed Grant of Easement agreement with Southern California Edison over portions of the Advanced Technology and Education Park property for utility purposes.
- 6.5 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No.17-08 and Enter into a Grant of Easement Agreement with Southern California Edison

Adopt Resolution No. 17-08 to authorize entering into a Grant of Easement agreement with Southern California Edison over portions of the Advanced Technology and Education Park property for utility purposes.

6.6 Saddleback College: Study Abroad Program to Southeastern Brazil from June 26 to July 8, 2017

Approve the Saddleback College Study Abroad Program: Southeastern Brazil from June 26, 2017 to July 8, 2017 as summarized in Exhibit D, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel & Education for coordinating all travel agreements in Exhibit C.

- 6.7 SOCCCD: Irvine Valley College Barranca Entrance Project, Assignment of Easement Agreement, Amendment No. 1, The Irvine Company, LLC Approve Amendment No. 1 to the Assignment of Easement agreement with The Irvine Company, LLC, for the Irvine Valley College Barranca Entrance project, effective March 31, 2017.
- 6.8 **SOCCCD:** FY 2019 2020 Five Year Construction Plan Approve the District's order of priority for the FY 2019–2020 Five Year Construction Plan.
- 6.9 SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

Authorize payment to Trustee Jay who was absent from the board meeting on February 27, 2017.

6.10 SOCCCD: Agreements for Specialized Real Estate Advisory Services for ATEP Site Development Project and General Real Estate Services, FTI Consulting, Inc.

Approve the agreements for specialized real estate advisory services for general real estate matters and for ATEP Site Development Project related matters with FTI Consulting, Inc. on a time and materials basis, effective March 28, 2017 through March 27, 2021.

6.11 SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), Tustin Unified School District Grant Subcontract Agreement FY 2016-2017

Approve the Adult Education Block Grant subcontractor agreement with the Tustin Unified School District to allocate the sum of \$822,723 for the South Orange County Regional Consortium AB104 Adult Education Block Grant funding during FY 2016-2017.

6.12 SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), Irvine Unified School District Adult Education Block Grant Subcontract Agreement FY 2016-2017

Approve the Adult Education Block Grant subcontractor agreement with the Irvine Unified School District to allocate the sum of \$300,000 for the South Orange County Regional Consortium AB104 Adult Education Block Grant funding during FY 2016-2017.

6.13 SOCCCD: Board Policy Revision: BP-4004 Public Notice, BP-5506 Accommodations for Students with Disabilities, BP-5520 Accreditation, BP-6132 Selection of Library Materials

Accept for discussion and approval.

6.14 SOCCCD: Academic Personnel Actions - Regular Items

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Academic Adminstrative Job Description Update.

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

Ratify New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Change of Status, Classified Bilingual Stipend, Additional Compensation, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

6.16 SOCCCD: SOCCCD Police Officers Association Master Agreement
Ratify the tentative agreement between the District and the SOCCCD Police
Officers Association for the period July 1, 2015 through June 30, 2018.

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: Staff response to public comments from the previous board meeting.

Nothing to report.

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**

Report for the period ending February 28, 2017.

7.6 SOCCCD: Retiree (OPEB) Trust Fund

Report for the period ending February 28, 2017.

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.



BOARD OF TRUSTEES REQUEST FOR REPORT

Trustee requests for staff reports should be submitted on the Request for Report form, at least one week in advance of the Board meeting. This provides the Chancellor an opportunity to evaluate the request and assess staff preparation time. In consultation with the Board President, the Chancellor will respond to requests under the "Requests for Reports" section of the Board meeting agenda.

Date: <u>3-9-17</u>

Trustee Name: David Lang

Specific Request for Report: Provide a list of current board policies which state that an administrative policy, process, or regulation will be developed, and for which such written administrative regulations do not currently exist. Please include in the report the projected date for which they are targeted to be complete.

Reason for Request (Please be as detailed as possible and include what Board action may be taken as a result of the report. This will enable a more accurate estimation of the preparation time and that the response is appropriate):

To ensure board polices are regularly evaluated and updated as appropriate.

FOR INTERNAL STAFF PURPOSES

Staff needed for report preparation:	
Estimated time to prepare report:	
Chancellor's comments:	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 4.1 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Adult Education Block

Grant Overview

ACTION: Discussion

BACKGROUND

Beginning in Fiscal Year 2013-2014, The Governor's Office of the State of California allocated \$500 million dollars annually to California Community Colleges to administer its Adult Education Block Grant Program. The South Orange County Community College District then began its partnership in the formation of the South Orange County Regional Consortium (SOCRC). Members include: Irvine Valley College, Saddleback College, Saddleback Valley Unified School District, Capistrano Unified School District, Tustin Unified School District, Laguna Beach Unified School District, Irvine Unified School District, Coast Regional Occupational Program, South Regional Occupational Program and the Orange County Department of Education.

STATUS

The SOCRC is now in its second year of operation, and has served over 3000 adult education students in the Orange County region. The program is fully implemented and is now serving students by offering instructional and counseling student support services at ten partner sites. For the 2016-2017 fiscal year, the SOCRC has received its portion of the allocation in the amount of \$4,147,000. Program areas and activities focus on serving the most at-risk adult learners, including those who are AB104 students. Program officials in the Governor's Office have confirmed that funding will continue at the same rate per year for the foreseeable future.

This overview is related to the subsequent items of AEBG allocation dispersals with Irvine Valley College, Irvine Unified School District and Tustin Unified School District. An Executive Summary is included as Exhibit A.







TO: Board of Trustees, February 27, 2017

FROM: SOCRC Co-Chairs Dr. Cathleen Greiner and Dr. Estella Castillo-Garrison

RE: Briefing, Adult Education Block Grant (AEBG) | AB104

OVERVIEW:

The Adult Education Block Grant is an *allocation* from the California Community Colleges Chancellor's Office (CCCCO), not a grant as its name suggests. The program originally was created based upon policies set forth in California Assembly Bill (AB) 86, which emphasized the need for more adult education and related training courses in California. The South Orange County Regional Consortia (SOCRC) was born from these initiatives. Its voting members include: Irvine Valley College (IVC), Saddleback College (SC), Irvine Unified School District (IUSD), Laguna Beach Unified School District (LBUSD), Tustin Unified School District (TUSD), Capistrano Unified School District (CVUSD), and Saddleback Valley Unified School District (SVUSD); other consortium voting members include the Orange County Department of Education (OCDE) and College and Career Advantage (CCA) (formerly South Coast Regional Occupation Program, SCROP) and Coastline Regional Occupation Program (CROP).

The SOCRC builds on a long history of service to adult education participants in the Orange County Region. This population includes:

- Adults living in poverty
- Adults with no High School diploma
- Unemployed adults
- Adults English language learners
- Adults with disabilities
- Adults seeking U.S. citizenship
- Adults in need of Basic Skills education

The two main goals of the SOCRC under the AEBG funding model are:

- ➤ To rethink and redesign a system to establish linkages for adult education students across K-12 Adult Schools and Community Colleges.
- To provide adults with the academic and career skills needed to succeed.

SOCRC consortium partners collaborate in ongoing exploration and establishing coordinated bridges between community college and K-12 districts based on specific areas of program needs such as Adult ESL, EL Civics, Career Technical Education (CTE), courses for Adults With Disabilities (AWD), Basic Skills, High School Equivalency (HSE), High School Diploma (HSD) and, where applicable, apprenticeship programs. All programs are developed as pathways to Community College for-credit, degree, and certificate programs. All are intended to enhance workforce potential.

The AEBG program is currently entering its third full year of operation.

Specific priorities of the SOCRC include:

- Rebuilding institutional capacity in designated program areas;
- Creating a seamless system for students an actual and virtual hub of information and services;
- Offering collaborative professional development services;
- Leveraging regional resources;
- Developing new programs for Adult Education students, including AWD, AESL, CTE, HSE, and HSD classes.

During its first year of implementation, the AEBG Program expanded its partners, increased resources available to students, streamlined and tracked programmatic, administrative and fiscal reporting processes for more accurate data collection, offered collaborative professional development activities, and developed new educational course offerings. An AEBG website was created with program information for the public.

Specifically, the AEBG program serves a wide variety of student groups. In detail, these include: Unskilled or low-skilled workers, those wanting to complete their high school equivalency, disabled students, Adult English language learners and adults seeking U.S. citizenship. This cohort of AEBG students will be tracked during their preliminary coursework through their baccalaureate degree. It is also anticipated that vocational training options will be expanded within the next three years.

AEBG FUNDING MODEL:

With regard to the division of the total allocation, \$4,579,171 (2016-2017), there are two subcategories:

- Maintenance of Effort (MOE) funding that matches funds previously sent directly to the K-12 Unified School Districts; and
- Consortium Allocation (CA) funding for South Orange County Regional Consortia Members; this fund was apportioned by a 60/40 split to Saddleback and Irvine Valley Community Colleges as a result of the K-12 Superintendent Resolution as of (October 2015).

The \$4,579,171 beginning in Fiscal Year 2016-2017 comingles MOE and Consortia Allocation funds, whereby the SOCCCD, as fiscal agent, distributes MOE/ Consortium Allocation funds as follows:

- Allocation dispersal contracts to Unified School Districts in the Irvine Valley College service area, including Laguna Beach, Tustin and Irvine Unified School Districts;
- Expends funds via Saddleback College's Division of Community Education, Emeritus Institute, and K-12 Partnerships, to the Saddleback Valley and Capistrano Unified School Districts.

AB86 | AEBG | AB104 Re-envisioning Adult Education

in partnership with the

South Orange County Regional Consortium (SOCRC)

Presented by SOCRC Co-chairs

Dr. Cathleen Greiner, Dean of Business Sciences, Online and Extended Education Dr. Estella Castillo-Garrison, Dean of Community Education, Emeritus Institute and K-12 Partnerships







AEBG

The Adult Education Block Grant has two primary goals:

- 1. To rethink and redesign a system to establish linkages for adult education students across K-12 Adult Schools and Community Colleges
- 2. To provide adults with the academic and career skills needed to succeed



SOCRC

The South Orange County Regional Consortium is comprised of 10 member organizations

COMMUNITY COLLEGE PARTNERS

South Orange County Community College District
Irvine Valley College
Saddleback College

UNIFIED SCHOOL DISTRICT PARTNERS

Capistrano Unified School District
Irvine Unified School District
Laguna Beach Unified School District
Saddleback Valley Unified School District
Tustin Unified School District

SOUTH ORANGE COUNTY REGIONAL CONSORTIUM (SOCRC)

OTHER EDUCATIONAL PARTNERS

Orange County Department of Education

College and Career Advantage (formerly South Coast ROP)

Coastline ROP

COMMUNITY PARTNERS

Goodwill Industries
Orange County Library System

AEBG Student Success Stories

 Autism Spectrum Students in Full-Time Jobs

Adults With
Disabilities
Programs
Developed Under
AEBG

Adult ESL Students
 Helping Their
 School -Aged
 Children

Adult ESL and Citizenship Classes Offered by AEBG

Career
Technical Education
and Non- Credit
Classes and
Certificate
Programs Offered
by AEBG

High School
Equivalency, High
School Diploma,
and GED
Completion
Courses Developed
Under AEBG

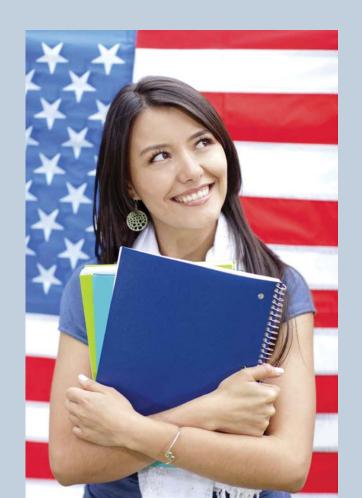
· Adult Students
Completing a High
School Diploma or
Certificate

 No or Low-Skilled Students Transitioning to Better Jobs

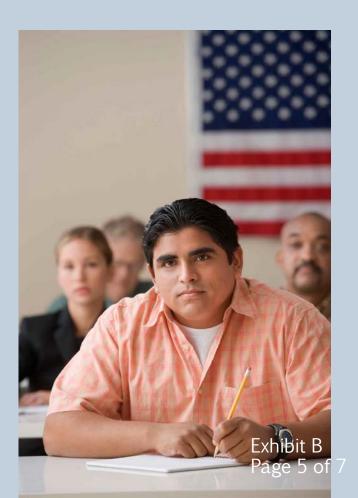


AEBG Funding

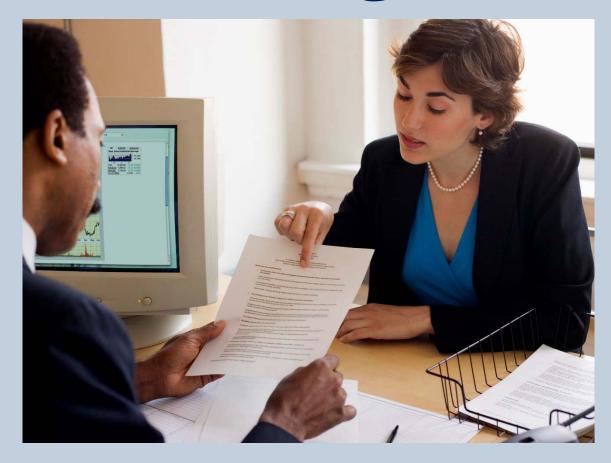
assures that our colleges are able to continue to serve at-risk adults in our communities, including those with disabilities, by providing pathways to post-secondary education and programs that lead to employment.







Evaluating AEBG Impact



SOCRC provides quarterly reports to the State of California, which include:

Irvine Valley and Saddleback colleges will continue to track students served by AEBG funding through their Associate degrees, Certificates and beyond.

Enrollment in Career Technical Education/ Skills-Based classes may increase over time, once students begin to take Community College courses

Thank You!











SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.1 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

February 27, 2017 Regular Meeting of the Board of Trustees (Exhibit A) are submitted to the Board for review and approval.

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

MINUTES OF THE BOARD OF TRUSTEES' MEETING February 27, 2017

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 Johnathan Forde, Student Member

ABSENT

Barbara J. Jay, 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: 4:30 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Public Comments

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

available outside the board room. Speakers are limited to two minutes each.

A faculty member addressed the Board with a public comment regarding accreditation.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 <u>Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (7 matters)</u>

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(3 matters)
- B. Public Employee Evaluation (Government Code Section 54957(b).)(1 matter)
 - 1. Interim Chancellor

1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

A. Police Officers Association
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) (3 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 6 to 0 vote with Trustee Jay absent, the board approved a general unpaid leave from May 30, 2017 through August 12, 2017 to a part-time classified employee at Saddleback College.

On a 5 to 0 vote with Trustee Jay absent and Trustee Whitt abstaining, the board approved an unpaid general leave of absence with benefits from February 13, 2017 through June 30, 2017 to a full-time classified employee at Irvine Valley College.

On a 6 to 0 vote with Trustee Jay absent, the board voted to reject the claim filed by Christine Rosenow against the district.

- 2.2 <u>Invocation</u> Led by Trustee David Lang
- 2.3 Pledge of Allegiance
 Led by Trustee Marcia Milchiker
- 2.4 Public Comments

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

Five Saddleback College ASG members addressed the Board with public comments regarding their trip to Washington, DC.

Document distributed to board members by Lucy Hendrix, SC ASG

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

<u>Irvine Valley College</u>

Saddleback College

- D. Associated Student Government Reports
- E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Celebrating 50 Years of Service to the Community
Interim Chancellor Debra L. Fitzsimons will present commemorative
artwork to honor the district's 50 years of service to our community. A
resolution is being submitted to the Board and a short celebration will
follow.

Item 4.1

Exhibit A - Resolution

50th Anniversary Recognitions were presented to the Board by Mayor Don Wagner, Office of Congresswoman Mimi Walters, Office of Senator Pat Bates, Office of OC Supervisor Lisa Bartlett, Office of Supervisor Todd Spitzer and City of Mission Viejo.

At 7:14 p.m., the Board took a 20 minute recess and reconvened at 7:40 p.m.

5.0 CONSENT CALENDAR ITEMS

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

Trustee Wright requested to remove item 5.1, Trustee Jemal requested to remove items 5.8, 5.13 and 5.14 from the consent calendar for separate discussion and action.

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

5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of Regular Meeting held on January 23, 2017 and
Special Meeting held on February 8, 2017.

Item 5.1

Exhibits A-B

Minutes from the January 23, 2017 meeting were amended and approved.

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

5.2 Irvine Valley College: Curriculum Revisions for the 2017-2018 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.

Item 5.2

Exhibit A

5.3 SOCCCD: Irvine Valley College Parking Lot Phase IA Project and Solar Shade Project, Design-Build Consultant Services, Alternate Delivery Solutions, LLC

Approve an agreement with Alternate Delivery Solutions, LLC to provide Design-build Consultant Services for the Irvine Valley College Parking Lot Phase IA Project and Solar Shade project for a not to exceed amount of \$240,000.

Item 5.3

Exhibit A

5.4 SOCCCD: Irvine Valley College Health Center/Concessions Project, Design-Build Consultant Services, Alternate Delivery Solutions, LLC Approve an agreement with Alternate Delivery Solutions, LLC, to provide Design-build Consultant Services for the Irvine Valley College Health Center/Concessions project, for a not to exceed amount of \$266,000.

<u>Item 5.4</u>

Exhibit A

5.5 SOCCCD: Saddleback College and Irvine Valley College Audio Visual Consultant Services, Award of Bid 343D, PlanNet Consulting, LLC Approve the Saddleback College and Irvine Valley College Audio Visual Consultant Services agreement award of Bid 343D, with PlanNet Consulting, LLC, in the amount of \$122,758.

Item 5.5

Exhibits A-B

5.6 SOCCCD: Saddleback College Wireless Access Point Installation Project, Bid No. 2054, Notice of Completion, T and D Communications Authorize the filing of the Notice of Completion for Saddleback College Wireless Access Point Installation project, Bid No. 2054, to T and D Communications for a final contract amount of \$99,990.99.

Item 5.6

Exhibit A

5.7 SOCCCD: Saddleback College Roof Numbering System Project, Bid No. 2049, Notice of Completion, Bravo Sign & Design, Inc. Authorize the filing of the Notice of Completion for Saddleback College Roof Numbering System project, Bid No. 2049, to Bravo Sign & Design, Inc., for a final contract amount of \$97,465.

Item 5.7

Exhibit A

5.8 Saddleback College: Revised Programs for the 2017-18 Academic Year;
New and Revised Courses for the 2017-18 Academic Year
Approve the proposed curriculum changes for the 2017-18 academic years at Saddleback College.

Item 5.8

Exhibits A-B

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

5.9 Saddleback College and Irvine Valley College: Community Education, Summer 2017
Approve Community Education courses, presenters, and compensation for Summer Session 2017.

<u>Item 5.9</u>

Exhibits A-B

5.10 Saddleback College and Irvine Valley College: Speakers
Approve general fund honoraria for speakers for events and/or classes at
Saddleback College and Irvine Valley College.

<u>Item 5.10</u>

Exhibit A

5.11 SOCCCD: Office Supplies Contract, Award of Bid 344D, Office Depot, Inc.

Award Bid No. 344D, to Office Depot, Inc., for a three-year contract for office supplies, beginning March 27, 2017, with an option to renew for two more years.

<u>Item 5.11</u>

Exhibit A

5.12 SOCCCD: Design-Build Consultant Services Pool
Approve the three design-build firms for the SOCCCD Design-build
Consultant Services Pool, for no greater than a five year period.

Item 5.12

Exhibit A

5.13 SOCCCD: Agreement for Independent Auditing Services, Vicenti, Lloyd & Stutzman, LLP
Approve the professional services agreement with Vicenti, Lloyd & Stutzman LLP to perform the District's financial audit for the term of June 30, 2017 to June 30, 2019 for an amount not to exceed \$398,400 and an optional two (2) one-year renewals. Other audit services will be mutually agreed upon and billed at the rates described in the agreement scope of work.

Item 5.13

Exhibits A-B

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

5.14 SOCCCD: Retiree OPEB Trust Actuary Report and Recommended Funding

Accept Nyhart Company's 2017 actuarial report and allocate \$4.6 million to fund the normal cost for FY 2017-2018.

Item 5.14

Exhibit A

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

5.15 SOCCCD: Student Out of State Travel

Approve the colleges' student out-of-state travel for the participants, dates, locations, courses and costs as listed.

<u>Item 5.15</u>

Exhibit A

5.16 SOCCCD: Transfer of Budget Appropriations Ratify the transfer of budget appropriations.

Item 5.16

Exhibit A

5.17 SOCCCD: Budget Amendment: Adopt Resolution No. 17-03 to Amend FY 2016-2017 Adopted Budget Adopt Resolution No. 17-03 to amend the FY 2016-2017 Adopted Budget.

<u>Item 5.17</u>

Exhibit A

5.18 SOCCCD: September 2016 - February 2017 Change Orders/Amendments
Ratify the change orders and amendments as listed.

<u>Item 5.18</u>

Exhibits A-E

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

<u>Item 5.19</u>

Exhibits A-C

5.20 SOCCCD: January - 2017 Contracts Ratify contracts as listed.

Item 5.20

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: OCSBA Marian Bergeson Award Nomination

Determine if the board wishes to nominate a trustee for the Marian

Bergeson Award, and if so, approve the nomination for transmittal to

Orange County Department of Education.

Item 6.1

Exhibit A

Trustee Lang nominated Trustee Milchiker for consideration of the Marian Bergeson Award. No other trustees were nominated.

On a motion made by Trustee Lang and seconded by Trustee Whitt, this item was approved on a 5 - 0 vote with Trustee Milchiker abstaining.

6.2 SOCCCD: ATEP Adopt Resolution No. 17-04, Declaration of Intention to Enter into an Agreement with Irvine Ranch Water District for Grant of Easements at ATEP County of Orange Land Exchange Site and to Conduct a Public Hearing
Adopt Resolution No. 17-04 declaring SOCCCD's intention to enter into a Grant of Easements agreement with Irvine Ranch Water District at ATEP County of Orange Land Exchange and to conduct a public hearing on March 27, 2017.

<u>Item 6.2</u>

Exhibits A-C

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

SOCCCD: ATEP Adopt Resolution No. 17-05, Declaration of Intention to Enter into a Grant of Easement Agreement with Southern California Edison for the ATEP Site and to Conduct a Public Hearing Adopt Resolution No. 17-05 adopt Resolution No. 17-declaring SOCCCD's intention to enter into a Grant of Easement agreement with Southern California Edison at the ATEP site and to conduct a public hearing on March 27, 2017.

Item 6.3

Exhibits A-B

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

6.4 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Change Order No. 1, Griffith Company
Approve Board Change Order No. 1 for the ATEP Site Utilities and Infrastructure Phase I project and authorize staff to execute the corresponding change order with Griffith Company, resulting in an increase of \$188,686, for a revised contract amount of \$5,542,436.

<u>Item 6.4</u>

Exhibit A

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

6.5 SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts Approve Exhibit A authorizing individuals occupying the positions listed on Exhibit B to be approved to execute document and contracts as listed.

Item 6.5

Exhibits A-B

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

SOCCCD: Board Policy Revision: BP-3950 Unmanned Aircraft Systems, BP-4101.1 Faculty Salary Classification Changes and Initial Classification Placement, BP-4203 Sick Leave for Educational Administrators and Classified Management Personnel, BP-5515 Transfer Center, BP-5520 Shower Facilities for Homeless Students, BP-4119 Academic Ranking Accept for discussion and approval.

<u>Item 6.6</u>

Exhibits A-F

On a motion by Trustee Prendergast and seconded by Trustee Whitt, the board tabled BP 3950 and BP 5520 to a future meeting for further discussion and approval. The balance of item 6.6 was approved on a 6 - 0 vote.

Motion to extend the meeting to 9:30 p.m.

On a motion made by Trustee Prendergast and seconded by Trustee Wright, the board unanimously approved to extend the meeting to 9:30 p.m.

6.7 SOCCCD: Board Policy Revision: BP-4004 Public Notice, BP-5506
Accommodations for Students with Disabilities, BP-5520 Accreditation,
BP-6132 Selection of Library Materials
Accept for review and study.

<u>Item 6.7</u>

Exhibits A-D

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

6.8 SOCCCD: Academic Personnel Actions - Regular Items
Ratify New Personnel Appointments, Additional Compensation: General
Fund, Additional Compensation: Categorical/Non-General Fund,
Authorization to Eliminate and Replace Academic Position, Reduced
Workload Banking with STRS Retirement.

<u>Item 6.8</u>

Exhibit A

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

6.9 SOCCCD: Classified Personnel Actions - Regular Items
Ratify New Personnel Appointments, Authorization to Eliminate Classified
Position and/or Position Numbers, Authorization to Establish and
Announce a Classified Position, Reorganization, Change of Status,
Classified Bilingual Stipend, Additional Compensation, Out of Class
Assignments, Resignation/Retirement/Conclusion of Employment,
Volunteers.

Item 6.9

Exhibits A-B

A correction was made to the 2nd footnote on Exhibit A, pg. 2 of 13.

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

6.10 SOCCCD: Amendment to 2017-2018 Tenure-Track Faculty Hiring Authorization - Saddleback College
Ratify the addition of two full-time faculty positions to the 2017-2018 full-time faculty hiring list for Saddleback College.

Item 6.10

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

6.11 SOCCCD: Annual Report on First Year Probationary Faculty
Recommended for Continuation of Tenure-Track Status
Ratify one-year contracts for employees who have completed one year as full-time tenure-track faculty members.

Item 6.11

Exhibit A

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

6.12 SOCCCD: Annual Report on Second Year Probationary Faculty
Recommended for Continuation of Tenure-Track Status
Ratify two-year contracts for employees who have completed two years
as full-time tenure-track faculty members.

Item 6.12

Exhibit A

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

6.13 SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure
Ratify tenure for full-time faculty members who have completed the four-year tenure-track plan.

Item 6.13

Exhibit A

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

7.0 REPORTS

7.1 SOCCCD: Annual Report on Third Year Probationary Faculty
Continuation of Tenure-Track Status
Listing of full-time tenure-track faculty members entering into the second year of a two-year contract previously approved/ratified by the Board of Trustees.

Item 7.1

Exhibit A

7.2 Saddleback College and Irvine Valley College: Speakers

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

Item 7.2

Exhibit A

7.3 SOCCCD: Basic Aid Report
Report on projected receipts and approved projects.

Item 7.3

Exhibit A

7.4 SOCCCD: Facilities Plan Status Report Status of current construction projects.

<u>Item 7.4</u>

Exhibit A

7.5 SOCCCD: Monthly Financial Status Report Report for the period ending January 31, 2017.

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Exhibit A

7.6 SOCCCD: Quarterly Financial Status Report Report for the period ending December 31, 2016.

Item 7.6

7.7 SOCCCD: Pension Stabilization Trust Fund Report for the period ending December 31, 2016.

Item 7.7

Exhibit A

7.8 SOCCCD: Retiree (OPEB) Trust Fund
Report for the period of November 1, 2016 through January 31, 2017.

Item 7.8

Exhibit A

7.9 SOCCCD: Pension Rates and Financial Impact to the District
Revision to estimated employer contributions rate increases anticipated through FY 2020-2021.

Item 7.9

Exhibit A

7.10 SOCCCD: Staff response to public comments from the previous board meeting.

Nothing to report.

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. <u>Vice Chancellor, Technology and Learning Services</u>
- E. Vice Chancellor, Human Resources
- F. <u>Vice Chancellor, Business Services</u>

Written Report

- 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 9:13 p.m.

Debra L. Fitzsimons, Secretary

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.2 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College: New/Revised Programs for the 2017-2018

Academic Year; Revised Courses for the 2017-2018 Academic Year

and Revised Courses for the 2018-2019 Academic Year

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes new and revised curriculum for the College for the 2017-2018 & 2018-2019 academic years. EXHIBIT A includes new and revised programs for the 2017-2018 academic year. EXHIBIT B includes revised courses for the 2017-2018 academic year. EXHIBIT C includes revised courses for the 2018-2019 academic year. The new and revised curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Sections 53200 et seq.

RECOMMENDATION

The Interim Chancellor recommends approval of the proposed curriculum changes for the 2017-2018 and 2018-2019 academic years at Saddleback College as listed in EXHIBITS A, B, and C.

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

16-17

SADDLEBACK COLLEGE NEW PROGRAMS ACADEMIC YEAR 2017-2018

New

General Business Certificate of Achievement

The General Business Skills low-unit certificate prepares students for entry-level positions for many industries. Students learn how businesses operate, under what influences, with what stakeholders. They learn to communicate clearly on business matters, and they develop an understanding of human relations in the workplace. Completion of this low-unit certificate with the BUS13 elective option provides students with the three core courses required of most of the Business Certificates of Achievement. Entry level positions that need the skills learned by students who complete this low-unit certificate include entry level office clerks, accounting assistants, production assistants, office assistants, recreation assistants, audio and video equipment assistants, billing and posting clerks, and many others across a wide range of industries.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Effectively and appropriately apply principles, planning, organization, and styles to written and oral business communications, including proper consideration of ethical, cultural, gender, and other aspects of the communication.
- Create appropriate written business documents, such as letters, memorandums, reports, proposals, requests for proposals (RFPs), instructions, employment-related documents, as well as email and other online written business communications. Use correct grammar, style, and format.
- Apply familiarity with the functions of business including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate, to business communications.
- Behave in a professional manner appropriate to organizational expectations, including getting along well with others, exercise of initiative and self-direction and observation of laws, rules, and ethical practices
- Apply analytical and organizational skills, including the ability to exercise judgment, manage finances and solve workplace problems, as well as ability manage time and prioritize tasks.

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Course ID	litie	Units
BUS 1	Introduction to Business	3
<u>Or</u>		
BUS 1H	Honors Introduction to Business	3
BUS 104*	Business Communication	3
BUS 103	Business English	3
<u>Or</u>		
ENG 1A*	English Composition	4
<u>Or</u>		
ENG 1AH*	Honors English Composition	4
BUS 125	Human Relations	3
BUS 196	Workplace Success Skills	1
Restricted Ele	ectives 3 units	
BUS 13	Legal Environment & Business Law	3
BUS 102	Oral Business Communications	3
BUS 105	Social Media Marketing	3
BUS 16	Personal Law, Street Law	3
BUS 135	Marketing	3

BUS 160	Entrepreneurship	3
CWE 180	Cooperative Work Experience	1-3
CIM 112	Microsoft Office	3
CIMA 102	Word Processing – Word	3
CIMA 102A	Word Processing – Word Beginning	1.5
CIMA 102B	Word Processing – Word Intermediate	1.5
CIMA 104	Spreadsheets – Excel	3
CIMA 104A	Spreadsheets – Excel – Beginning	1.5
CIMA 104B	Spreadsheets – Excel – Intermediate	1.5
CIMA 108	Powerpoint	3

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

Total

SADDLEBACK COLLEGE REVISED PROGRAM ACADEMIC YEAR 2017-2018

Current Associate in Arts Degree in Economics for Transfer Program

The Associate in Arts in Economics for Transfer **program**—provides a foundation in economics and the mathematics necessary for upper-division economics for students planning to transfer into a baccalaureate program in economics. This background should provide students with the tools to successfully complete a bachelor's degree. Students who complete the Associate in Arts in Economics for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. **An**-associate degree may support attempts to gain entry-level employment or promotion, **but**—a baccalaureate or higher degree, **which can be achieved through transfer**, **is**—recommended for those considering careers **in**—the **discipline**.

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

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

Course ID	Title	Units
ECON 2*	Principles (MACRO)	3
ECON 4*	Principles (MICRO)	3
MATH 10*	Introduction to Statistics	3
MATH 11* Or	A Brief Course in Calculus	5
MATH 3A* Or	Analytic Geometry and Calculus	5
MATH 3AH*	Honors Analytic Geometry and Calculus	5

GROUP A: Select one of the following courses (3-5 units)

MATH 24*	Elementary Differential Equations	4
CIM 10	Introduction to Information Systems	3
CS 1A	Introduction to Computer Science I	5
MATH 3B*	ANALYTIC Geometry and Calculus	5
ACCT 1A	Financial Accounting	4
ACCT 1B*	Managerial Accounting	4
CIM 1	Computer Information Systems	4
BUS 104*	Business Communication	3

GROUP B: Select one of the following courses or any course from GROUP A not already used (3-5 units)

	Total Units for the Major	20-24
MATH 26*	Introduction to Linear Algebra	<u>4</u>
MATH 3C*	Analytic Geometry and Calculus	5
PS/ECON 11	International Political Economy	3

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

Revised Associate in Arts Degree in Economics for Transfer Program

The Associate in Arts in Economics for Transfer <u>degree</u> provides a foundation in economics and the mathematics necessary for upper-division economics for students planning to transfer into a baccalaureate program in economics. This background should provide students with the tools to complete a bachelor's degree <u>successfully</u>. Students who complete the Associate in Arts in Economics for Transfer <u>degree</u> receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. <u>While an</u> associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers <u>which that can be achieved through transfer</u>.

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

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

Course ID	Title	Units
ECON 2*	Principles (MACRO)	3
<u>Or</u>		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4*	Principles (MICRO)	3
<u>Or</u>		
ECON 4H*	Honors Principles of Microeconomics	3
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
Or		
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
GROUP A: Select one o	f the following courses (3-5 units)	
MATH 3B*	Analytic Geometry and Calculus	5
ACCT 1A	Financial Accounting	4
ACCT 1B*	Managerial Accounting	4
CIM 1	Computer Information Systems	4
BUS 104*	Business Communication	3
GROUP B: Select one of	f the following courses or any course from GRO	UP A not
already used (3-5 units))	
PS/ECON 11	International Political Economy	3
MATH 3C*	Analytic Geometry and Calculus	5

Total Units for the Major 20-24

4

Introduction to Linear Algebra

MATH 26*

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

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SADDLEBACK COLLEGE **REVISED PROGRAM ACADEMIC YEAR 2017-2018**

Current Health Information Technology Associate in **Science Degree Program**

The Health Information Technician (H.I.T.) program grants a certificate upon the successful completion of the 4-semester or 2 year coursework. The HIT associate degree program comprises of the 4-semester coursework certificate plus the general education courses needed to get the associate's degree. Since the associate degree in HIT is a high unit degree (more than 60 units), it typically takes longer than 2 years to complete. The HIT certificate and degree prepare the student for employment as a health information professional with the knowledge and skills to accurately code diagnoses and procedures for healthcare services provided to patients, and to collect, maintain, and analyze clinical data in electronic health records that physicians, nurses, and other healthcare staff rely on to deliver quality healthcare. Provide training through didactic instruction and directed practice. Facilities employing health information technology professionals include hospitals, ambulatory care centers, physician offices, long-term care facilities, dialysis centers, public health agencies, pharmaceutical companies, medical supply companies, rehabilitation centers, managed care organizations, behavioral and mental health facilities, law firms, and insurance firms.

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

Program Student Learning Outcomes

- Apply the knowledge of medical sciences (medical terminology, anatomy/physiology, pathology, and pharmacology) to accurately
- .Collect. maintain, and analyze health information for accuracy, completeness, and timeliness based upon compliance and regulation
- Adhere to principles of legal, ethical, accreditation and certification standards as they relate to health information.
- Participate in planning, adoption, and the use of technology healthcare settings to maximize patient safety and efficiencies.
- Participate in analyzing and reporting health data for the performance improvement, research, and revenue cycle management.

 Demonstrate the ability to work effectively as an individual and
- collaboratively in a group to resolve health information management challenges in a dynamic and innovative healthcare environment

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

Occupations/Fields that the program will prepare the student to enter:

- Revenue Cycle Management/Billing/Clinical Coding Health Information Management
- Practice Management
- Patient care registrar Health Information Education
- Insurance Claims specialist
- Patient Portal education/liaison Medical office administration
- Quality Improvement analyst
- Help Desk
- Release of Information
- Medical Transcription

Competencies:

- Patient Registration
 Revenue Cycle Management/Billing/Clinical Coding
- Quality/Performance Improvement
- **Transcription**
- Release of Information
- Revenue Cycle Management/Billing/Clinical Coding
- **Deficiency Analysis (health information)**
- **Physician credentialing and privileging**Privacy and Security of health information
- Healthcare statistics, reporting, and registries

Course ID	Title	Units
HSC 201	Medical Terminology	3
CIM 112	Microsoft Office	3
HIT 200	Health Information Science	3
BIO 113	Human Anatomy and Physiology	4
HSC 233	Legal and Ethical Aspects of Health Information	3
HIT 203	Alternative Healthcare Delivery Systems	2
HIT 207*	Information Technology/EHR in Healthcare	3
HIT 202	Reimbursement Methodologies	2
HSC 244*	Disease Processes for the Health Sciences	3
HIT 221*	ICD-10-CM	3
HIT 220	ICD -10-PCS	3
HIT 212*	Reporting Healthcare Data	2

HIT 209*	Management of Resources in Healthcare	3
HIT 204	Performance Improvement in Healthcare	3
HIT 215*	CPT/Ambulatory Care Coding	3
HIT 219	Directed Practice	3

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

Total Units for the Major

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Accreditation

The Health Information Technology Program (HIT) is accredited by the Commission on Accreditation for Health Informatics and Information Management Education

To contact CAHIM 233 N. Michigan Ave 21st Floor Chicago, IL 60602-5800 (312) 233-1100 Fax (312) 223-1948 info@Cahiim.org

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SADDLEBACK COLLEGE **REVISED PROGRAM ACADEMIC YEAR 2017-2018**

Revised **Health Information Technology Associate in Science Degree Program**

The Health Information Technology (HIT) degree prepares the student for employment as a health information professional with the knowledge and skills to accurately code diagnoses and procedures for healthcare services provided to patients, and to collect, maintain, and analyze clinical data in electronic health records that physicians, nurses, and other healthcare staff rely on to deliver quality healthcare. The HIT associate degree program comprises of the <u>46-unit</u> coursework plus the general education courses needed to get the associate's degree. Since the associate degree in HIT is a high unit degree (more than 60 units), it typically takes longer than 2 years or 4 semesters to complete. A 2-year time frame for completion would require taking a full load each semester plus summers. The program provides training through didactic instruction and directed practice. Facilities employing health information technology professionals include hospitals, ambulatory care centers, physician offices, long-term care facilities, dialysis centers, public health agencies, pharmaceutical companies, medical supply companies, rehabilitation centers, managed care organizations, behavioral and mental health facilities, law firms, and insurance firms. Students are required to hold a valid basic life support CPR card for healthcare providers and carry professional liability insurance prior to commencing their directed practice

To earn the Associate of Science (A.S.) Degree in Health Information Technology, students must complete BOTH HIT department requirements and General Education requirements. A previous Associate Degree, Bachelor's Degree or higher degree does not automatically meet general education requirements. All outside transcripts must be evaluated toward Saddleback College's requirements. In order to be eligible for the RHIT credential, you must earn the A.S. degree from Saddleback College.

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

Occupations/Fields that the program will prepare the student to enter:

- Revenue Cycle Management/Billing/Clinical Coding
- Health Information Management
- Practice Management
- Patient care registrar
- Health Information Education Insurance Claims specialist
- Patient Portal education/liaison Medical office administration
- Quality Improvement analyst
- Help Desk Release of Information
- Medical Transcription

Competencies

- **Data Content, Structure, and Standards**
- Data Governance
- Revenue Cycle Management/Billing/Clinical Coding Performance Improvement
- Clinical Documentation Improvement Release of Information
- Privacy and Security of Health Information
- **Health Informatics and Healthcare Information Technologies**
- Healthcare statistics, trends, reporting, and registries

Program Student Learning Outcomes

- Apply the knowledge of medical sciences (medical terminology, anatomy/physiology, pathology, and pharmacology) to accurately
- Collect, maintain, and analyze health information for accuracy, completeness, and timeliness based upon compliance and regulation
- Adhere to principles of legal, ethical, accreditation and certification standards as they relate to health information.
- Participate in planning, adoption, and the use of technology healthcare settings to maximize patient safety and efficiencies.
- Participate in analyzing and reporting health data for the performance
- improvement, research, and revenue cycle management.

 Demonstrate the ability to work effectively as an individual and collaboratively in a group to resolve health information management challenges in a dynamic and innovative healthcare environment.

ourse ID	Title	Units
HIT 200	Health Information Science	3
HIT 202	Reimbursement Methodologies	3
HIT 203	Alternative Healthcare Delivery Systems	2
HIT 204	Performance Improvement in Healthcare	3
HIT 207*	Healthcare Information Technologies (HCIT)	3
HIT 209*	Management of Resources in Healthcare	3
HIT 212*	Reporting Healthcare Data	2
HIT 215*	CPT and Ambulatory Care Coding	3
HIT 219*	Directed Practice	4
HIT 220*	ICD_Procedure Coding	2
HIT 221*	ICD Diagnostic Coding	3
HSC 201	Medical Terminology	3
HSC 233	Legal and Ethical Aspects of Health Information	3
HSC 244*	Disease Processes for the Health Sciences	3
HSC 277*	Human Body Fundamentals	3
CIM 10	Introduction to Information Systems	3

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

Total Units for the Major

Associate in Science Degree

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

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

Accreditation

The Health Information Technology Program (HIT) is accredited by the Commission on Accreditation for Health Informatics and Information Management Education

To contact CAHIM 233 N. Michigan Ave 21st Floor Chicago, IL 60602-5800 (312) 233-1100 Fax (312) 223-1948 info@Cahiim.org

SADDLEBACK COLLEGE PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2017-2018

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship,
				B=advanced occupational, C=clearly occupational,
				D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title TOP code=numerical classification code used to assign
				programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	FASH 148	428948.00	VISUAL MERCHANDISING	moe, assign
FAMT	MUS 197	560230.00	REH/PERF JAZZ STUDIES	cat desc, sch desc, retaining rpt 3 times
FAMT	MUS 246	992432.00	CONTEMP BIG BAND LIT	cat desc, sch desc, txt
KNES	DANC 11	680070.00	DANCE REH AND PERF	cat desc, sch desc, tps, SLOs, assign, txt
KNES	DANC 11	680070.05	DANCE REH AND PERF	cat desc, sch desc, tps, SLOs, assign, txt
				cat desc, sch desc, tps, SLOs, moe, assign,
KNES	KNEA 6	692100.10	ADAPTED SPORTS	txt
KNES	KNES 63	433726.00	BEG. ROCK CLIMBING	cat desc, sch desc, SLOs, txt

SADDLEBACK COLLEGE PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2017-2018

				crs id fr KNES 100 to KNES 88, UC
				transferable course code fr P - UC Credit
				Pending to L - UC credit limitations (see UC
KNES	KNES 100	433728.00	INT. ROCK CLIMBING	list), cat desc, sch desc
				crs id fr KNES 101 to KNES 89, UC
				transferable course code fr P - UC Credit
				Pending to L - UC credit limitations (see UC
				<u>list)</u> , rec prep fr KNES 100 to KNES 88, cat
KNES	KNES 101	433729.00	ADV. ROCK CLIMBING	desc, sch desc
				prereq fr MATH 124 to Placement by the
				current assessment process or successful
				completion of MATH 124 with a "C" or
MSE	MATH 2	518010.05	PRE-CALCULUS MATHEMATICS	better.
				prereq fr MATH 253 to Placement by the
				current assessment process or successful
				completion of MATH 253 with a "C" or
MSE	MATH 7	431051.00	COLLEGE ALGEBRA	better. , txt
				prereq fr-MATH 253 to Placement by
				current assessment process or successful
			COLLEGE ALGEBRA FOR BRIEF	completion of MATH 253 with a "C" or
MSE	MATH 8	428408.00	CALCULUS	<u>better.</u>
				prereq fr MATH 253 to Placement by
				current assessment process or successful
				completion of MATH 253 with a "C" or
MSE	MATH 10	518100.00	INTRODUCTION TO STATISTICS	
				prereq fr MATH 8 to Placement by the
				current assessment process or, successful
				completion of MATH 8 with a "C" or
MSE	MATH 11	518110.00	A BRIEF COURSE IN CALCULUS	
				prereq fr MATH 253 to Placement by
			MATHEMATICS FOR	current assessment process or successful
			ELEMENTARY SCHOOL	completion of MATH 253 with a "C" or
MSE	MATH 112	518120.00	TEACHERS	<u>better.</u>
				prereq fr MATH 253 to Placement by
				current assessment process or successful
				completion of MATH 253 with a "C" or
MSE	MATH 124	518160.00	TRIGONOMETRY	better., txt
				prereq fr MATH 353 to Placement by
				current assessment process or successful
			MATH FOR THE ASSOCIATE	completion of MATH 353 with a "C" or
MSE	MATH 205	433685.00	DEGREE	<u>better.</u> , txt
				prereq fr MATH 353 to Placement by
				current assessment process or successful
				completion of MATH 353 with a "C" or
MSE	MATH 253	518150.00	INTERMEDIATE ALGEBRA	better. , txt

SADDLEBACK COLLEGE PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2017-2018

				prereq fr MATH 351 to Placement by
				current assessment process or successful
				completion of MATH 351 with a "C" or
MSE	MATH 353	518190.00	BEGINNING ALGEBRA	better., slo, txt

SADDLEBACK COLLEGE PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2018-2019

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/I w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship,
				B=advanced occupational, C=clearly occupational,
				D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled
				for review and there are no revisions
				ti=title TOP code=numerical classification code used to assign
				programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
				prereq fr-MATH 2 to Placement by the
				current assessment process or successful
				completion of MATH 2 with a "C" or
			ANALYTIC GEOMETRY AND	better. , cat desc, sch desc, tps, lrng obj,
MSE	MATH 3A	518030.00	CALCULUS	SLO's, moe, txt, assign, val

SADDLEBACK COLLEGE PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2018-2019

				prereg fr-Combination of MATH 2, passing
				, ,
				grade and score of at least 80% on
				entrance exam administered by the Math
				Department to Satisfactory score on
				entrance exam administered by the Math
				Department and one of the following:
				Placement by the current assessment
				process or successful completion of Math 2
			HONORS ANALYTIC	with a "C" or better., tps, Irng obj, moe,
MSE	MATH 3AH	429988.00	GEOMETRY AND CALCULUS	assign, txt
				Prereg fr MATH 3A to Successful
				completion of MATH 3A or MATH 3AH with
			ANALYTIC GEOMETRY AND	a "C" or better., tps, Irng obj, slo, moe,
MSE	MATH 3B	518040.00	CALCULUS	assign, txt, val

ITEM: 5.3 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College: Revision of 2017-2018 Instructional

Material/Laboratory Fees in Advanced Technology and Applied

Science and Fine Arts

ACTION: Approval

BACKGROUND

The Board of Trustees annually approves changes in instructional material/laboratory fees. Such fees are charged, in compliance with the California Education Code and state regulations, in order to support the cost of specialized materials, supplies, and activities of various types of instruction. Proceeds from the fees are utilized to support the instructional costs for which they are collected.

STATUS

The material fees listed on Exhibit A were not included on the 2017-2018 Revised Laboratory Fees submitted annually to the Board for approval on January 23, 2017.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College revised Instructional Material Fees in Advanced Technology and Applied Science and Fine Arts courses for 2017/2018.

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

SADDLEBACK COLLEGE 2017-2018 Revised Laboratory Fees

Course	Cat. I.D.	Title C	urrent Fee	Proposed Fee	Purpose
ADVANCED	TECHNOL	OGY AND APPLIED SCIENCE			
ENV 24	144280.10	Natural History of California	14	0	Removal of fee
GD 150	429123.00	Digital Animation	0	15	Mounting board, printing paper, proofing ink
GD 154	429130.00	Digital Pre-press	0	15	Mounting board, color toner, printing paper
GD 210	992531.00	Motion Graphics	0	20	Binder, binder sleeves, CD, color toner
MST 212	512372.00	Sailing, Seamanship, and Boating S.	afety 35	7	Ropes, navigation charts
MST 214A	433059.00	Intermediate Ocean Sailing	135	0	Removal of fee
MST 214B	512410.05	Advanced Cruising Under Sail	220	0	Removal of fee
MST 215	428952.00	Vessel Command and Organization	220	0	Removal of fee
MST 218	433424.00	Electronic Aids to Navigation	75	40	Navigation kits, navigation charts
MST 219	433425.00	Marine Ecological Survey/GIS	50	0	Removal of fee
FINE ARTS			_		
PHOT 153	431631.00	Adv. Photoshop & Digital Imaging	0	39.00	Printer Ink

ITEM: 5.4 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Sciences Building Project, Change

Order No.7 to the Construction Agreement, C.W. Driver

ACTION: Approval

BACKGROUND

On October 28, 2013, the Board of Trustees approved a \$53,844,044 Guaranteed Maximum Price construction contract with C.W. Driver for the Saddleback College Sciences Building project. The Board of Trustees has approved Change Order Nos. 1-6 for an increased amount of \$2,022,875 for a new contract total of \$55,866,919.

STATUS

Contract modifications are contained in Change Order No. 7 (EXHIBIT A). Approval of Board Change Order No. 7 will decrease the contract amount by \$185,726 with a revised contract total of \$55,681,193.

Basic aid funds are available in the approved project budget of \$67,358,346.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Board Change Order No. 7 (EXHIBIT A) to the construction agreement, for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with C.W. Driver resulting in a decrease of \$185,726 for a revised final contract total of \$55,681,193.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Sciences Building Project at Saddleback College
Bid No. 2012
Board Change Order No. 7
March 27, 2017

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (Cal. days)
2012	General Contractor	C.W. Driver		\$55,866,919	\$2,022,875	-\$185,726	\$55,681,193	288
		2 Technology Drive, Suite 100. Irvine. CA 92618	TOTAL	55,866,919			55,681,193	

COR No.	Date	Description	Requested	Status	Amount	Added Cal. Days
535	10/31/2016	Contractor Contingency Credit	By District	Reviewed	(\$185,726)	0
		TOTAL			(\$185,726)	0

ITEM: 5.5 DATE: 3/27/17

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

Kim McCord, Acting Vice Chancellor, Business Services

Out of State Student Travel 03/27/2017 Board of Trustees Meeting

Student Group Travel

Description of Trip, Location	Trip Dates Inclusive, to/from	Group, Club	No. of student	No. of faculty	Cost Per Student	College Cost	Total Cost (student plus college)	Funding Source(s)	College
National Student Nursing Association Conference Dallas, Texas	04/04/2017- 04/09/2017	California Nursing Students Association (CNSA)	8	1	\$1540.00	\$0.00 General Fund	\$12,320.00	CNSA/ASG	SC
Phi Theta Kappa Honor Society Annual Conference Nashville, Tennessee	4/6/2017 – 4/9/2017	Phi Theta Kappa Honor Society	5	1	\$1296.61	\$0.00 General Fund	\$7779.64	Foundation	SC

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
GEOL 186: Geology of the Southern Colorado Plateau	6/02/17- 6/11/17	Southern Colorado Plateau: Grand Cyn, Sunset Crater, Valley of Fire, Petrified Forest, Valley	\$150.00	25	2.0	\$242.00	SC

ITEM: 5.6 DATE: 3/27/17

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

RECOMMENDATION

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
2/22/17	Frank Deryck Research Methods	Kevin Cochran	False Memories and Choice Blindness	\$200.00
3/15/17	Frank Deryck Research Methods	Dr. Dana Garfin	Trauma Psychology	\$200
3/29/17	Rain Bosworth PSY 3	Allison Smith	Parkinson's Disease	\$200.00
3/7/17	Chris Hargraves Director of Student Life	Latoya Green	Cal State Fullerton speaking on behalf of Women's Rights	\$100.00 ASG
3/31/17	Rob Henry HUM204X: Modern World Culture 1700 – Present	Thomas Roberts	Inner Voices	\$100.00
4/13/17	All Psychology Courses, SSC 212	Kimme Vanderbilt, PhD. CSUSM	Child Development Trust & Skepticism	\$300.00
4/21/17	Nicole Major, OER-ZTC Grant	Dr. Glapa- Grossklag	An introduction and overview of OER, student affordability and success, efficacy of OER, marketing, and supporting data.	\$750.00 + Mileage OER-ZTC Grant
4/26/17	Frank Deryck Research Methods	Ashley Thomas	Mighty or the Meek? Who children like when there is a Winner and a Loser	\$200.00

IRVINE VALLEY COLLEGE

Presentation	Faculty Member			General Fund
Date	Course Title/Activity	Speaker Name	Topic	Honorarium/Travel
4/10/17	Kari Tucker, Michael Cassens, Brett	Dr. Sonja	The How, What, and Why of Happiness:	\$1,500
	McKim – Distinguished Academic	Lyubomirsky	The Science of Interventions to Increase	General Fund
	Lecture Series (DALS)		Well-Being	

ITEM: 5.7 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Classroom B230 Renovation Project,

Notice of Completion, A2Z Construct, Inc.

ACTION: Approval

BACKGROUND

On September 26, 2016, the Board of Trustees approved a \$121,500 construction contract with A2Z Construct, Inc. for the Irvine Valley College B230 Classroom Renovation project. Staff recommends, at this March Board Meeting, a deductive change of \$1,407.97, for a new contract total of 120,092.03.

STATUS

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College B230 Classroom Renovation project.

Basic aid funds were used from the approved project budget of \$400,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College B230 Classroom Renovation project to A2Z Construct, Inc., for a final contract amount of \$120,092.03. 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: B230 CLASSROOM RENOVATION PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 26th day of September, 2016, which contract was made with A2Z Construct, Inc., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 27th day of March, 2017, 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

	IRVINE, CA 92618	
SOUTH ORANGE COUNTY CO	MMUNITY COLLEGE DISTR	RICT OF ORANGE COUNTY, CA
Ву		
,	Debra L. Fitzsimons Interim Chancellor	Dated
A notary public or other office completing document to which this certificate is atta		e identity of the individual who signed the accuracy, or validity of that document.
State of California County of Orange		
Subscribed and sworn to (or affirmed) before	re me	
on this day of	_, 20	
by <u>Debra L. Fitzsimons</u> (Name of Signer)		
proved to me on the basis of satisfactory evi to be the person(s) who appeared before me		
Signature		
Signature of Notary Public		(Seal)

ITEM: 5.8 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Sand Volleyball Courts Expansion

Project, Notice of Completion, STL Landscape, Inc.

ACTION: Approval

BACKGROUND

On August 22, 2016, the Board of Trustees approved a \$260,000 construction contract with STL Landscape, Inc. for the Irvine Valley College Sand Volleyball Courts Expansion project.

STATUS

Contract work is substantially complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Sand Volleyball Courts Expansion project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College Sand Volleyball Courts Expansion project to STL Landscape, Inc. for a final contract amount of \$260,000. 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: SAND VOLLEYBALL COURTS EXPANSION PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 22nd day of August, 2016, which contract was made with STL Landscape, Inc., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 27th day of March, 2017 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

	IRVINE, CA 92618	
SOUTH ORANGE COUNTY CO	MMUNITY COLLEGE DISTF	RICT OF ORANGE COUNTY, CA
By		
ý. <u></u>	Debra L. Fitzsimons Interim Chancellor	Dated
A notary public or other office completin document to which this certificate is atta	•	ne identity of the individual who signed the , accuracy, or validity of that document.
State of California County of Orange		
Subscribed and sworn to (or affirmed) before	re me	
on this day of	_, 20	
by <u>Debra L. Fitzsimons</u> (Name of Signer)		
proved to me on the basis of satisfactory evito be the person(s) who appeared before me		
Signature		
Signature of Notary Public		(Seal)

ITEM: 5.9 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Wayfinding Signage Design Consultant Services,

M. Arthur Gensler Jr. & Associates, Inc.

ACTION: Approval

BACKGROUND

On August 9, 2013, SOCCCD and the City of Tustin closed escrow on a land exchange resulting in a more unified and more useable ATEP campus. In 2015 the Development Framework was completed and in 2016 construction commenced on the IVC First Building project and the Site Utilities and Infrastructure Phase I project.

"Next Steps" in the ATEP Development Framework identifies a need to create signage and wayfinding standards to ensure a cohesive identity.

STATUS

On January 11 and January 18, 2017, SOCCCD ran newspaper advertisements for consideration of a Wayfinding Signage Design Services Consultant. Additional marketing efforts included placing a copy of the Request for Qualifications and Proposals (RFQ & P) on the district's website.

On February 10, 2017, five proposals (EXHIBIT A) were received and members of district services, both college facilities departments and consultants from the ATEP development team joined as a selection committee to evaluate the submittals. Four of the submitting firms were invited to participate in interviews held on February 28, 2017. The evaluation committee determined M. Arthur Gensler Jr. & Associates, Inc. to be the most technically qualified.

Staff recommends approval of the M. Arthur Gensler Jr. & Associates, Inc. agreement (EXHIBIT B) for a not to exceed amount of \$111,780, to perform Wayfinding Signage Design Consultant Services at ATEP.

Basic aid funds for these services are available within the approved ATEP Site Development budget of \$8,500,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve an agreement (EXHIBIT B) with M. Arthur Gensler Jr. & Associates, Inc. to provide Wayfinding Signage Design Consultant Services at ATEP, for a not to exceed amount of \$111,780.

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

BID NO. 21

Proposals for Wayfinding Signage Design Services Advanced Technology & Education Park March 27, 2017

COMPANY NAME	CITY	SUBMITTER'S NAME

Davies Associates, Inc. Beverly Hills, CA Noel S. Davies

Graphic Solutions, Ltd. San Diego, CA Simon Andrews

Hunt Design Pasadena, CA John Temple

Linespace Los Angeles, CA Clint Woesner

*M. Arthur Gensler Jr. & Associates, Inc. Newport Beach, CA Deborah Shepley

^{*}Recommended Firm



ARCHITECTURAL CONSULTANT SERVICES AGREEMENT WAYFINDING SIGNAGE DESIGN SERVICES ADVANCED TECHNOLOGY AND EDUCATION PARK

M. Arthur Gensler Jr. & Associates, Inc.

March 28, 2017 - September 27, 2017

This Agreement is made and entered into this 28th day of March in the year 2017 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and M. Arthur Gensler Jr. & Associates, Inc. 4675 MacArthur Court, Suite 100, Newport Beach, CA 92660 hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain architectural consultant services for the Wayfinding Signage Design for the Advanced Technology & Education Park, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide Wayfinding Signage Design Services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. <u>Services</u>. 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 best professional skill and judgment, acting with due care and in accordance with that degree of skill and care practiced by licensed professionals practicing in the same community, under the same or similar circumstances, 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. <u>Key Individual Assignment</u>. 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 Manager and one PROJECT Engineer. The ARCHITECT shall designate Deborah Shepley, as Project Director, and a management team of Hans Krake as Project Manager and Mehran Pourzanjani as Project Structural Engineer. 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 resume' 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 others providing services in connection with the development of the Advanced Technology & Education Park. The ARCHITECT is responsible for the adequacy and sufficiency of the PROJECT design and the contents of design documents for the PROJECT. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. 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.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

2.1. <u>Services</u>. The South Orange County Community College District is interested in developing a site-wide wayfinding signage design and specifications that is both functional as well as reflective of the unique Advanced Technology & Education Park (ATEP) site in Tustin.

The scope of work will be divided into four specific Tasks:

- a. Task 1 Project Initiation
- b. Task 2 Development of Recommended Signage Types and Locations
- c. Task 3 Development of Design Elements
- d. Task 4 Development of Plans and Specifications.
- 2.2. <u>Schedule.</u> The ATEP Wayfinding Design Services effort is expected to begin upon Board approval at the March Board meeting and end no later than September 20, 2017.
- 2.3. <u>Tasks.</u> The following are the expected tasks and deliverables associated with the Wayfinding Design Consultant Services:
 - a. Task 1: Project Initiation

Meet with ATEP Development team to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules,

clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with ATEP Wayfinding Design Services terms and conditions and appropriate to meet the highest standard for the ATEP Wayfinding Design Services.

Deliverables:

- 1. Meeting Notes
- 2. Final work plan and PROJECT schedule
- 3. Roles and Responsibilities matrix
- 4. Evaluation Methodology

b. Task 2: Develop Recommendation of Signage Types and Placement

Deliverables:

- 1. Recommend wayfinding signage types that should be provided (e.g. directional markers, street signs, parking signage, facility identification signage, gateway monuments, orientation kiosks, boundary markers, etc.)
 - Using aerial imagery, GIS resources, Building Information Modeling (BIM) or the development framework background, develop a map of recommended wayfinding signage locations.
 - ii. Briefly identify other opportunities for temporary or changeable special event/marketing signage.
 - iii. Develop a list of terminology and/or design icons for primary and secondary locations on site.
 - iv. Prepare an opinion of probable cost for the fabrication, installation, and maintenance of the system, including number of various sign types and locations.
- 2. Summary of meeting notes with DISTRICT and key stakeholders.

c. Task 3: Develop Signage Design Elements

Deliverables:

- Recommend design standards for wayfinding elements that include color, font, materials, architectural elements and graphics. Recommendations shall take into account: street-level visibility, safety, sustainability of material, maintenance, and replacement.
- 2. Presentation of at least three (3) schematic design concepts to communicate the ATEP brand via wayfinding system

d. Task 4: Develop Plans and Specifications

Deliverables:

- Upon selection of the desired concept in item 3.b., submit (1) set of final design concept drawings in AutoCAD format, including: exact dimension, letter heights, materials, mounting details, color specifications and material performance standards, with written statements regarding rationale for design choices. Drawing stamped by a structural engineer licensed in the State of California must be provided for all signage foundations/footings and for required building attachments. Written specifications must be provided for any element not included on the drawings.
- 2. Final opinion of probable cost based on selected concept.
- 3. One electronic set of files, one full size and four ½ size sets of printed documents.
- 2.4. <u>Technical Qualifications</u>. Demonstrated experience in development of Sustainability/ Energy Plans, experience with the Community College District Sustainability Guidebook and knowledge of sustainability practices, programs, activities, projects, including monitoring and verification practices.
- 2.5. **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.
- 2.6. **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.
- 2.7. <u>Associated Regulatory Codes</u>. The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of regulations that apply to any PROJECT.

2.8. **PROJECT Initiation Phase**.

- a. Participate in a general PROJECT kick-off meeting to include the ARCHITECT'S and DISTRICT staff.
- b. Before beginning work, the ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the total PROJECT cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of PROJECT Cost.
- c. ARCHITECT must respond to/incorporate DISTRICT comments during the various PROJECT phases.
- 2.9. <u>Coordination for Government Authorities</u>. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT.
- 2.10. **Evaluate Performance**. The ARCHITECT shall evaluate the performance of associates under the requirements of the PROJECT when requested in writing by the DISTRICT.
- 2.11. <u>Coordination of Others</u>. The ARCHITECT may be asked to coordinate PROJECT performed by separate contractors or by the DISTRICT'S own employees.

ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

- 3.1. Additional Services. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Attachment for Additional Services. The District must approve an amendment to this Agreement, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format preapproved by the DISTRICT.
- 3.2. <u>Notification and Authorization</u>. 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 <u>compensated based on attached standard</u> hourly rates. Such services shall include:
 - a. <u>Regulatory Revisions</u>. 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. <u>Scope Change after Phase Approvals</u>. 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. <u>Legal Services</u>. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - d. <u>ARCHITECT Coordination</u>. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT. Notwithstanding the foregoing, ARCHITECT shall not be responsible for delays beyond its reasonable control.
- 4.2. <u>Term</u>. Services under this Agreement shall be diligently performed by the ARCHITECT for six months from the date of execution. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions.
- 4.3. <u>Billing Rate.</u> Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in ATTACHMENT A.
- 4.4. <u>Suspension Notice</u>. 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. <u>Workers Compensation and Employer's Liability</u>. 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 consultants 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.
 - 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 insurance with an insurer or insurers, authorized to do business in the State of California and acceptable to DISTRICT, 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. <u>Statutory Workers' Compensation and Employers' Liability</u>. 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. <u>Professional liability insurance</u>. 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 (excluding construction contractors) 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, upon ten (10) days written notice to ARCHITECT, 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. <u>State Authorized Insurers</u>. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least 30 days advance written notice to the District.
- 5.4. <u>Insurance Evidenced.</u> 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, upon ten days written notice to ARCHITECT, 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)

One Million (\$1,000,000) per occurrence claim and One Million dollars (\$1,000,000) in the aggregate

ARTICLE 6 COMPENSATION TO THE ARCHITECT

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

f.	TOTAL	\$ 111,780
e.	Reimbursable Cost	\$ 8,280
d.	Task 4: Plans & Specifications	\$ 26,000
c.	Task 3: Signage Design Elements	\$ 25,000
b.	Task 2: Signage Types and Placement	\$ 28,000
a.	Task 1: Project Initiation	\$ 24,500

- 6.2. PROJECT 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.
- 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 immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by ARCHITECT.
- 6.4. <u>DISTRICT Payment of Contract Price</u>. Within 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.
- 6.5. <u>Withholding Payment.</u> The DISTRICT may, however, 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 it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

- 6.6. Payment in Full. This compensation shall be compensation in full for all services performed by the 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 on the basis set forth in this article
- 6.8. <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. <u>Schedule Delay</u>. To the extent that the time initially established for the completion of 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: <u>at standard hourly rates</u> (See ATTACHMENT A) or as a fixed fee.
- 6.10. Reimbursable Expenses. Reimbursable expenses incurred by the ARCHITECT and ARCHITECT'S employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to 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.
- 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. Notwithstanding the forgoing, ARCHITECT shall retain use of its preexisting intellectual property, including but not limited to ARCHITECT'S standard construction specifications and details embodied within the instruments of service, research, analytics, processes, algorithms or other date in any medium. 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. DISTRICT agrees to indemnify and hold ARCHITECT harmless from any and all claims, liabilities, suits, demands, losses, and expenses arising out of the reuse, transfer, or modification of the documents and/or data.
- 7.2. <u>Documentation.</u> The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and ARCHITECT 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.
- 7.3. <u>Electronic Copy of Documents</u>. The ARCHITECT shall perform the work under this Agreement using CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format.
- 7.4. <u>Copyright/Trademark/Patent</u>. 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. 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.

ARTICLE 8 TERMINATION

- 8.1. <u>Termination for Convenience</u>. 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. Thirty 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 contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. <u>Termination by Either Party</u>. This Agreement may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the 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. <u>Suspension of PROJECT</u>. 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. <u>Abandonment of PROJECT</u>. If the DISTRICT abandons the PROJECT for more than 90 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 seven 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 seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
- b. Unless payment in full is received by the ARCHITECT within seven 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. <u>Liability for District Damages</u>. 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 as determined by the arbitration.

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 arbitration or litigation, each party will bear its own legal expenses.
- 9.2. <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this Agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. <u>Arbitration</u>. If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this Agreement will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
 - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the 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. <u>District Provided Information</u>. 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. <u>District Representative</u>. 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:

Mary Opel, Director Site Development

10.3. <u>District Notification</u>. 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 construction 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. <u>DISTRICT ARCHITECTS.</u> Other ARCHITECTS required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other ARCHITECTS include, but may not be limited to legal counsel, environmental consultants, real estate consultants, and development consultants.
- 10.5. **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.
- 10.6. **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. <u>Affirmative Action</u>. 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. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. 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. <u>Review, Approval or Acceptance</u>. 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. <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or 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. <u>Employment with Public Agency</u>. 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 DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.7. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.8. <u>Independent Contractor</u>. 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.
- 11.9. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.10. 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.
- 11.11. <u>Permits/Licenses</u>. 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.
- 11.12. <u>Notifications</u>. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature

acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

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

DISTRICT
Mary Opel
Director Site Development
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mopel@socccd.edu

ARCHITECT
Deborah Shepley
Project Director
M. Arthur Gensler Jr. & Associates, Inc.

4675 MacArthur Court, Suite 100 Newport Beach, CA 92660 deborah shepley@gensler.com

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

- 11.14. <u>Severability</u>. 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 here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. Entire Agreement/Amendment. This Agreement and any Attachments hereto represent the entire Agreement between the DISTRICT and ARCHITECT and supersede all prior negotiations, representations or Agreements, either written or oral with respect to the services contemplated. This Agreement may be amended or modified only by an Agreement in writing signed by both the DISTRICT and the ARCHITECT.
- 11.16. <u>Binding Agreement</u>. 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.

"ADCUITECT"

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

DISTRICT	ARCHITECT
South Orange County Community College District	M. Arthur Gensler Jr. & Associates, Inc.
Dr. Debra L. Fitzsimons	Name
DI. Debia L. Filzsiiiiolis	Name
Interim Chancellor	Position

"DICTRICT"

(Date)	(Date)	
	(Taxpayer number)	

Attachment A – Criteria and Billing and Extra Work

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

Fee Per Hour
\$210.00
\$165.00
\$150.00
\$205.00
\$120.00
\$75.00
\$195.00
\$160.00
\$130.00

^{**} Indicates 10% administrative mark-up has been applied

ITEM: 5.10 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project,

Change Order No. 2 to the Construction Agreement, Griffith Company

ACTION: Approval

BACKGROUND

On October 24, 2016, the Board of Trustees approved a \$5,353,750 construction agreement with Griffith Company for the ATEP Site Utilities and Infrastructure Phase I project. On February 27, 2017, the Board of Trustees approved Change Order No. 1 equaling \$188,686 for a new contract total of \$5,542,436.

STATUS

The required modifications contained in Change Order Request No. 2 are described in EXHIBIT A. Approval of Change Order No. 2 will result in an increase of \$302,579 for a revised contract total of \$5,845,015 and the contract completion date will not change.

Basic aid funds are available in the approved project budget of \$12,575,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Board Change Order No. 2 (EXHIBIT A) to the construction agreement for the ATEP Site Utilities and Infrastructure Phase I project and authorize staff to execute the corresponding change order with Griffith Company, resulting in an increase of \$302,579, for a revised contract total of \$5,845,015.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ATEP Site Utilities and Infrastructure Phase 1 Project Board Change Order No. 2

March 27, 2017

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 2 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
20	General Contractor	Griffith Company		\$5,353,750.00	\$188,686.00	\$302,579.00	\$5,845,015.00	0
		20401 SW Birch Street Newport Beach, CA 92660	TOTAL	5,353,750.00			5,845,015.00	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1		Steel sleeve added to originally approved design and required by Irvine Ranch Water District for sewer, reclaimed water and potable water in order to comply with their recently approved Sub- Area Master Plan (SAMP)	by District	reviewed	\$302,579.00	0
		TOTAL THIS CHANGE ORDER REQUEST			\$302,579.00	0

ITEM: 5.11 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Work order for Software Development and Project

Management Services, Neudesic, LLC

ACTION: Approval

BACKGROUND

The Student Information System (SIS) is a core mission critical system, providing direct services to students and faculty as well as administrators, managers, and staff at the colleges.

In order to support current SIS-related software projects, the District is in need of expertise in the area of software development and project management. Neudesic, LLC provides these services and is familiar with SOCCCD's systems and development approach. The board approved a contract with Neudesic, LLC on November 17, 2014 following a "Request for Qualifications and Proposals" process for Information Technology Consultant Services.

STATUS

District IT is proposing that Neudesic, LLC assist by providing software development and project management services for ongoing SIS enhancements and for the SmartSchedule/MAP Integration project.

Funding for these software development services is provided by the basic aid allocation for SIS-related projects and Saddleback College Student Success and Support Program (SSSP) funds for the SmartSchedule/MAP Integration project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the work order with Neudesic LLC (EXHIBIT A), for an amount not to exceed \$485,472 for the term of March 28, 2017 through December 31, 2017.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT WORK ORDER FOR INFORMATION TECHNOLOGY CONSULTANT SERVICES

To:

Neudesic, LLC 8105 Irvine Center Drive, Suite 1200 Irvine, CA 92618

PO Number:

A contract between IT Consultant and South Orange County Community College District for IT Services was approved on November 17th, 2014. Based on that contract, IT Consultant shall complete the following projects, at the rates specified in the contract as described below:

Item	Description	Start	End Date	Not to Exceed
		Date		Amt.
1	Develop Student Information System (SIS) state compliance and college requested features as identified and prioritized by appropriate college staff and facilitated by the Directors of Administrative/Academic Systems. Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.	03/28/17	12/31/17	\$136,000.00
2	Develop integration between the MAP and SmartSchedule systems to provide specific guidance to students as they select classes. Services will consist of: business analysis, database management, software development, and testing/quality assurance.	3/28/17	12/31/17	\$349,472.00
	1	Total Proje	cts:	\$485,472.00

Work order approved by: DISTRICT	Accepted by: IT CONSULTANT	
South Orange County Community College District	Neudesic, LLC	
Dr. Debra L. Fitzsimons Vice Chancellor of Business Services	Parsa Rohani Chief Executive Officer	
(Date)	(Date)	
Dr. Robert Bramucci Vice Chancellor, Technology and Learning Services		
(Date)		

ITEM: 5.12 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Transfer of Budget Appropriations

ACTION: Ratification

BACKGROUND

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

STATUS

For the current reporting period ending February 28, 2017 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

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

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended February 28, 2017

<u>Description</u>	<u>From</u>	<u>To</u>
Academic Salaries	\$59,204	
Classified Salaries		\$14,900
Fringe Benefits	\$40,537	
Books and Supplies	\$10,028	
Other Operating Expenses & Services		\$101,701
Capital Outlay		\$8,397
Other Outgo	\$15,229	
fers - General Fund	\$124,998	\$124,998
und		
	From	To
Other Operating Expenses & Services	\$60,000	
Capital Outlay		\$60,000
fers - Capital Outlay Fund =	\$60,000	\$60,000
	\$184,998	\$184,998
	Academic Salaries Classified Salaries Fringe Benefits Books and Supplies Other Operating Expenses & Services Capital Outlay Other Outgo fers - General Fund Description Other Operating Expenses & Services Capital Outlay	Academic Salaries \$59,204 Classified Salaries \$40,537 Books and Supplies \$10,028 Other Operating Expenses & Services Capital Outlay Other Outgo \$15,229 fers - General Fund \$124,998 Ind Description Other Operating Expenses & Services \$60,000 Capital Outlay fers - Capital Outlay Fund \$60,000

ITEM: 5.13 DATE: 3/27/17

\$1,185,214

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No 17-07 to Amend

FY 2016-2017 Adopted Budget

ACTION: Approval

BACKGROUND

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

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2016-2017 Adopted Budget.

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

General Fund

Zero Textbook Cost at Saddleback College	\$35,000
HRSA Behavioral Health at Saddleback College	\$211,271
Deputy Sector Navigator (Year 3) at Irvine Valley College	\$17
Deputy Sector Navigator (Year 4) at Irvine Valley College	\$100,000
Parking Fee Services (Restricted) at Irvine Valley College	\$67,900
Work-based Learning Linkages at Irvine Valley College	(\$26,647)
Strong Workforce at Irvine Valley College	\$720,977
Instructional Material Fees (Restricted) at Irvine Valley College	\$1,030
Disabled Student Programs & Services (DSPS) at Irvine Valley	
College	\$75,666
Total Increase to the General Fund	\$1,185,214

RECOMMENDATION

Total Budget Amendment

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-07 to amend the FY 2016-2017 Adopted Budget as indicated in EXHIBIT A.

GENERAL FUND

RESOLUTION 17-07

March 27, 2017

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$1,185,214 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2016-2017 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund			
Account	Income Source		Amount
8100	Federal Revenue	\$	211,271
8600	State Revenue	\$	905,013
8800	Local Revenue		68,930
		\$	1,185,214
Account	Expenditure Description		<u>Amount</u>
1000	Academic Salaries	\$	31,816
2000	Classified Salaries		287,164
3000	Fringe Benefits		91,943
4000	Books and Supplies		33,983
5000	Other Operating Expenses and Services		360,177
6000	Capital Outlay		200,221
7000	Other Outgoing		179,910
		\$	1,185,214
	Total Budget Amendment	\$_	1,185,214

BUDGET AMENDMENT FY 2016-2017 GENERAL FUND RESOLUTION 17-07 March 27, 2017

STATE OF CALIFORNIA)	
COUNTY OF ORANGE)	
	•
IN WITNESS WHEREOF, I have he March 2017.	ereunto set my hand and seal this 28th day of
_	
	Debra L. Fitzsimons
	Secretary to the Board of Trustees

ITEM: 5.14 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: February and March 2017 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.	gkkworks Saddleback College Technology & Applied Sciences Building Renovation Project – Architectural Services Amendment No. 4 – For additional architectural services. SOCCCD	\$11,555.00	\$846,162.00
B.	Harley Ellis Devereaux Corporation SOCCCD District-Wide Sustainability/ Energy Plan Project – Sustainability/ Energy Plan Consultant Services Amendment No. 1 – To modify paragraph numbering. SOCCCD	\$0	\$201,695.00
C.	Harley Ellis Devereaux Corporation SOCCCD District-Wide Sustainability/ Energy Plan Project – Sustainability/ Energy Plan Consultant Services Amendment No. 2 – To extend services 8 months through November 13, 2017. SOCCCD	\$15,000	\$201,695.00
D.	AMTEK Construction Irvine Valley College Campus Safety Backup Generator Project – Construction Services Change Order No. 1 – For a no cost time extension through April 14, 2018. SOCCCD	\$9,044.00	\$174,294.00

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

E.	A2Z Construct Irvine Valley College Liberal Arts Project – Construction Services Change Order No. 1	(\$1,407.97)	\$120,092.03
	 For unused contract allowance. 		
	SOCCCD		

CORRECTED PAGES FOLLOW

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.14
DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: February and March 2017 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	Revised Total
		Amount	Contract Amount
A.	gkkworks Saddleback College Technology & Applied Sciences Building Renovation Project	\$11,555.00	\$846,162.00
	Architectural Services Amendment No. 4 – For additional architectural services.		
	SOCCCD		
В.	Harley Ellis Devereaux Corporation SOCCCD District-Wide Sustainability	\$0	\$201,695.00
	Energy Plan Project – Sustainability/		
	Energy Plan Consultant Services		
	Amendment No. 1 – To modify paragraph numbering.		
	SOCCCD		
C.	Harley Ellis Devereaux Corporation SOCCCD District-Wide Sustainability/	\$15,000	\$201,695.00
	Energy Plan Project – Sustainability/		
	Energy Plan Consultant Services		
	Amendment No. 2 – To extend services 8		
	months through November 13, 2017.		
D,/	AMTEK Construction Irvine Valley College Campus Safety	\$9,044.00	\$174,294.00
	Backup Generator Project – Construction		
	Services Change Order No. 1 – For a no		
	cost time extension through April 14, 2018. SOCCCD		

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

Page 2 of 2

F	A2Z Construct	(\$1,407.97)	\$120,092.03
L.	Irvine Valley College Liberal Arts Project –	(ψ1,407.97)	\$120,092.09
	Construction Services Change Order No. 1		
	 For unused contract allowance. 		
	SOCCCD		

CORRECTED PAGE

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.14
DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: February and March 2017 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.	gkkworks Saddleback College Technology & Applied Sciences Building Renovation Project – Architectural Services Amendment No. 4 – For additional architectural services. SOCCCD	\$11,555.00	\$846,162.00
В.	Harley Ellis Devereaux Corporation SOCCCD District-Wide Sustainability/ Energy Plan Project – Sustainability/ Energy Plan Consultant Services Amendment No. 1 – To modify paragraph numbering. SOCCCD	\$0	\$201,695.00
C.	Harley Ellis Devereaux Corporation SOCCCD District-Wide Sustainability/ Energy Plan Project – Sustainability/ Energy Plan Consultant Services Amendment No. 2 – To extend services 8 months through November 13, 2017. SOCCCD	\$15,000	\$216,695.00
D.	AMTEK Construction Irvine Valley College Campus Safety Backup Generator Project – Construction Services Change Order No. 1 – For a no cost time extension through April 14, 2018. SOCCCD	\$0	\$372,730.00

E.	A2Z Construct	(\$1,407.97)	\$120,092.03
	Irvine Valley College Liberal Arts Project –		
	Construction Services Change Order No. 1		
	 For unused contract allowance. 		
	SOCCCD		

AMENDMENT NO. 4 TO ARCHITECTURAL SERVICES AGREEMENT FOR

TECHNOLOGY & APPLIED SCIENCES BUILDING RENOVATION SADDLEBACK COLLEGE

February 14, 2017

THIS AMENDMENT shall modify the original agreement dated September 28, 2011 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and gkkworks, 2355 Main Street, Suite 220, Irvine, California, 92614, hereinafter referred to as "CONSULTANT"

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

WHEREAS, Article VIII, paragraph 1, establishes the compensation of the agreement at a total contract value of \$710,000; and

WHEREAS, the scope of services has increased to include additional architectural and engineering (A/E) services outside the original agreement; and

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

PROVIDE SUPPLEMENTAL A/E SERVICES

Original Contract Amount:	\$710,000.00
Amendment No. 1	\$ 47,925.00
Amendment No. 2	\$ 65,982.00
Amendment No. 3	\$ 10,700.00
Amendment No. 4	\$ 11,555.00

Total Contract Amount \$846,162.00

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

"DISTRICT"	"CONSULTANT"
South Orange County Community College District	gkkworks
By: Albig L. Hessimi	By: MA. Muuu
Dr. Debra L. Fitzsimons	Matthew Grøiner
Vice Chancellor, Business Services	Prificipal in Charge
FEB 2 7 2017	
Date:	Date: 2.17.2017.



AMENDMENT No. 1 TO THE SUSTAINABILITY/ENERGY PLAN CONSULTANT SERVICES AGREEMENT DISTRICT-WIDE SUSTAINABILITY/ENERGY PLAN PROJECT HARLEY ELLIS DEVEREAUX CORPORATION

NOVEMBER 14, 2016 - MARCH 13, 2017

THIS AMENDMENT shall modify the original agreement dated November 14, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and HARLEY ELLIS DEVEREAUX CORPORATION, 601 South Figueroa Street, Suite 500, Los Angeles, CA 90017, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 6.15 of the original agreement provides that this Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT;

WHEREAS, the paragraph numbering of original agreement is in duplicate and creates redundancy.

NOW, THEREFORE, the parties agree to modify the paragraph numbering in the original agreement to create consistency per the attached.

Original Contract Amount: \$201,695.00
Amendment No. 1 \$ 0

Revised Contract Amount: \$201,695.00

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

"DISTRICT"

South Orange County Community College District

By: Harley Ellis Devereaux Corporation

By: Bharat Patel
Principal-in-Charge

Date: Date: 2/27/7

Harley Ellis Devereaux Corporation Districtwide Sustainability/Energy Plan Project March 1, 2017



AMENDMENT No. 2 TO THE SUSTAINABILITY/ENERGY PLAN CONSULTANT SERVICES AGREEMENT FOR DISTRICT-WIDE SUSTAINABILITY/ENERGY PLAN PROJECT HARLEY ELLIS DEVEREAUX CORPORATION

NOVEMBER 14, 2016 - NOVEMBER 13, 2017

THIS AMENDMENT shall modify the original agreement dated November 14, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and HARLEY ELLIS DEVEREAUX CORPORATION, 601 South Figueroa Street, Suite 500, Los Angeles, CA 90017, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 11.15 of the original agreement provides that this Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT;

WHEREAS, Article 6.1 establishes the compensation of the Agreement as \$201,695; and

WHEREAS, Article 2.1 describes the services of the consultant as a resource for sustainability and energy planning including consultation services for a period of up to five years, consisting of a one-year agreement with up to four one-year extensions; and

WHEREAS, Article 2.1 identifies the initial work as including two phases each including three tasks that are to be complete no later than March 31, 2017 and Article 4.2 sets the term of the agreement for 4 months; and

WHEREAS, The DISTRICT requires additional services to evaluate the feasibility of distributing one megawatt of solar power to buildings at IVC and the CONSULTANT has agreed to provide these services for an amount not to exceed \$15,000; and

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

Modify Article 2.1 to a completion date of the initial work to November 13, 2017 and modify Article 4.2 from 4 to 12 months; and

Original Contract Amount:

\$201,695

Harley Ellis Devereaux Corporation Districtwide Sustainability/Energy Plan Project Amendment No. 2 Amendment No. 1
Amendment No. 2

6 0

\$ 15,000

Revised Contract Amount:

\$216,695

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

"DISTRICT"

South Orange County Community College District

"CONSULTANT"

Harley Ellis Devereaux Corporation

Dr. Debra L. Fitzsimons

Date:

Vice Chancellor, Business Services

Bharat Patel

Principal-in-Charge

MAR -1 2017

Data

Attachment 1

AMENDMENT No. 2

TO THE SUSTAINABILITY/ENERGY PLAN CONSULTANT AGREEMENT

Harley Ellis Devereaux Corporation

- 1. The Consultant is to review existing Irvine Valley College campus electrical infrastructure information provided by the District and the proposed solar power project being proposed for the Irvine Valley College campus to determine the maximum amount of solar power that can be installed at the proposed location, not to exceed at total of one megawatt.
- 2. The District proposes to construct up to 1 megawatt of photovoltaic solar panels, mounted onto parking shade canopies on the planned Parking Lot Phase IA project on Irvine Valley College. The proposed location of the solar farm is south of the existing Parking Lot 5, in the vicinity of the Performing Arts Center (PAC) and Business Sciences and Technology Innovation Center (BSTIC) buildings. The PAC and BSTIC buildings are provided electrical power from a Southern California Edison (SCE) feeder, originating from a location along Jeffery Road in Irvine. The remainder of the campus is serviced by two other SCE feeders from locations along Irvine Center Drive. The Consultant is to verify the information provided by the District and evaluate the feasibility of distributing solar power to the PAC and BSTIC buildings as well as to other buildings on campus.

South Orange County Community College District Campus Safety Backup Generator Project at Irvine Valley College Bid #323

Board Change Order No. 1 March 2, 2017

Bid#	BID PACKAGE DESCRIPTION			CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
323	General Contractor	AMTEK Construction		\$372,730.00	\$0.00	\$0.00	\$372,730.00	0
		12409 E Slauson Ave., Ste "I" Whittier, CA 90606	TOTAL	372,730.00			372,730.00	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	1/27/2017	No cost, time extension due to changes in generator design	Unforseen	reviewed	\$0.00	70
_		TOTAL THIS CHANGE ORDER REQUEST			\$0.00	70

South Orange County Community College District Classroom B230 Renovation Project Bid No. 318 Board Change Order No. 1

March 1, 2017

Bid#	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
318	General Contractor	A2Z Construct, Inc.		\$121,500.00	\$0.00	-\$1,407.97	\$120,092.03	0
		63 Via Gatillo, Rancho Santa Margarita, CA 92688	TOTAL	121,500.00			120,092.03	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	3/1/2017	Unused contract allowance	By District	Approved	(\$1,407.97)	0
	<u> </u>	TOTAL THIS CHANGE ORDER REQUEST			-\$1,407.97	0

ITEM: 5.15 DATE: 3/27/17

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 \$5,000 and above amounting to \$352,950.56 and an additional 299 purchase orders below \$5,000 amounting to \$218,991.71 for a combined total of \$571,942.27 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 1,396 checks in the amount of \$10,920,049.72 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

TOTAL PURCHASE ORDERS 571,942.27

Purchase Order Ratification (Supplier)

February 9, 2017 through March 7, 2017

PO			
Number	Supplier	<u>Description</u>	Amount
P178829	Aardvark Clay and Supplies	Clay Mixing Hood SC Fine Arts	7,541.42
P178886	Aardvark Clay and Supplies	Kiln Ventilation System SC Fine Arts	6,274.82
P179010	Airgas USA, LLC	CO2 for SC swimimng pool	5,000.00
P178732	Allsteel c/o Corporate Business Interiors	Replacement classroom chairs SC Health Sciences	8,507.40
P178862	Artel Inc.	Pipette Calibration System for IVC BioTech program	18,407.50
P178983	Campus Food Services, Inc.	Catering for Common Assessment Initiative Regional Meeting	7,000.00
P178825	CDW Government LLC	Computer/Laptops for IVC AANAPISI program	7,918.15
P178869	CDW Government LLC	HP desktop computers for District Services	7,718.63
P178716	Chefs' Toys	Culinary kitchen equipment for SC Adult Ed program	13,767.86
	Hill-Rom	Hospital bed for SC Nursing program	6,362.59
	Joaquin Fuster	Harpsichord for SC Fine Arts program	9,158.75
P179003	Laerdal Medical Corporation	CPR manikin for SC Nursing program.	8,020.54
	Meridian It, Inc.	Nutanix Hardware for SC IT	104,529.13
	Meridian It, Inc.	Server Refresh for SC	46,719.75
	Moore Medical, LLC	Medical equipment for SC Nursing program	9,454.27
P178881	Pacific Coachways Charter Services, Inc	. IVC Forensics Tournament Travel	9,200.00
	Postmaster	Postage for SC Community Education	24,512.52
	Robert M. Sides, Inc.	Pipe Organ for SC Music Department	11,092.86
	Spinitar Presentation Products, Inc.	Epson Projector for SC	12,535.46
	The Dumbell Man Fitness Equipment	Equipment for IVC Life Fitness Center	23,828.91
P178801	YBP Library Services	YBP book orders for SC	5,400.00
		Total Purchase Orders \$5,000 and above	352,950.56
		299 Purchase Orders Under \$5,000	218,991.71



South Orange County Community College District

EXHIBIT B Page 1 of 1

Purchase Order Ratification (Amount)

January 5, 2017 through February 8, 2017

<u>PO</u>		
Number Supplier	<u>Description</u>	<u>Amount</u>
P178889 Meridian It, Inc.	Nutanix Hardware for SC IT	104,529.13
P178868 Meridian It, Inc.	Server Refresh for SC	46,719.75
P178789 Postmaster	Postage for SC Community Education	24,512.52
P178905 The Dumbell Man Fitness Equipment	Equipment for IVC Life Fitness Center	23,828.91
P178862 Artel Inc.	Pipette Calibration System for IVC BioTech program	18,407.50
P178716 Chefs' Toys	Culinary kitchen equipment for SC Adult Ed program	13,767.86
P178867 Spinitar Presentation Products, Inc.	Epson Projector for SC	12,535.46
P179006 Robert M. Sides, Inc.	Pipe Organ for SC Music Department	11,092.86
P178965 Moore Medical, LLC	Medical equipment for SC Nursing program	9,454.27
P178881 Pacific Coachways Charter Services, Inc.	IVC Forensics Tournament Travel	9,200.00
P178740 Joaquin Fuster	Harpsichord for SC Fine Arts program	9,158.75
P178732 Allsteel c/o Corporate Business Interiors	Replacement classroom chairs SC Health Sciences	8,507.40
P179003 Laerdal Medical Corporation	CPR manikin for SC Nursing program.	8,020.54
P178825 CDW Government LLC	Computer/Laptops for IVC AANAPISI program	7,918.15
P178869 CDW Government LLC	HP desktop computers for District Services	7,718.63
P178829 Aardvark Clay and Supplies	Clay Mixing Hood SC Fine Arts	7,541.42
P178983 Campus Food Services, Inc.	Catering for Common Assessment Initiative Regional N	7,000.00
P178964 Hill-Rom	Hospital bed for SC Nursing program	6,362.59
P178886 Aardvark Clay and Supplies	Kiln Ventilation System SC Fine Arts	6,274.82
P178801 YBP Library Services	YBP book orders for SC	5,400.00
P179010 Airgas USA, LLC	CO2 for SC swimimng pool	5,000.00
	Total Purchase Orders \$5,000 and above	352,950.56
	299 Purchase Orders Under \$5,000	218,991.71
	TOTAL PURCHASE ORDERS	571,942.27



South Orange County Community College District

EXHIBIT C Page 1 of 1

Check Ratification

February 9, 2017 through March 7, 2017

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,187	7,786,499.84
07 IVC Community Education	8	3,179.00
09 SC Community Education	13	63,707.01
12 Child Development	15	75,143.09
40 Capital Outlay	83	2,549,928.19
68 Self Insurance	5	5,043.70
71 Retiree Benefit	3	379,518.43
95 SC Associated Student Government	21	7,241.41
96 IVC Associated Student Government	61	49,789.05
Total	1,396	10,920,049.72

ITEM: 5.16 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: February 2017 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 \$88,300 for equipment, supplies and maintenance projects. During February 2017, 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

Cambridge West Partnership, LLC	\$98,200.00
Independent Contractor Agreement- For consultant services for fiscal and	
facilities related projects from 3/1/2017 to 6/30/2017.	
District Services	
Laguna Beach Unified School District	\$91,735.00
Grant Subcontract- For participating in the Adult Education Block Grant by	
engaging in activities that support the South Orange County Regional	
Consortium's (SOCRC) from 7/1/2016 to 6/30/2017.	
Irvine Valley College	
Gartner, Inc.	\$70,951.00
Consulting Services Agreement- For providing information technology	
related insight and advisory for IT from 1/1/2017 to 6/30/2019.	
Saddleback College	
tBP Architecture	\$57,000.00
Architectural Services Agreement- To provide architectural services related	
to the B300 exterior improvement project from 2/27/2017 to 4/27/2017.	
Irvine Valley College	
CDW-G	\$49,950.00
Software Subscription Agreement- For subscription renewal of BitDefender	
GravityZone Security, an anti-virus software for email server from 3/15/2017	
to 3/14/2022.	
District Services	
<u>Cox Business</u>	\$48,000.00

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

	,
Professional Services Agreement- For intercampus, wide-area-network	
services between IVC/Saddleback College/District Offices from 7/1/2016 to	
6/30/2017.	
District Services	
The Turnip Rose	\$44,845.99
Independent Contractor Agreement- For catering and equipment rental	
services for a Foundation Event on 3/11/2017.	
Irvine Valley College-Foundation	
Sierra Joint Community College District	\$40,000.00
Consultant Services Agreement- For developing and submitting	(Revenue)
Markerspace (i.e. Fabrication Lab) implementation plan from 2/15/2017 to	,
6/30/2017.	
Saddleback College	
Empower Analytics	\$36,875.00
Professional Services Agreement (Amend 2)- For providing production	, , , , , , , ,
support and configuration assistance for Tidemark, a budget management	
software from 2/3/2017 to 7/31/2017.	
District Services	
faTV	\$33,000.00
Professional Services Agreement- For a Financial Aid TV service, an online	φοσ,σσσ.σσ
service that provides access to financial aid topic videos for students and	
families from 6/1/2017 to 5/31/2020.	
Saddleback College	
SASCO	\$25,161.12
Construction Services Agreement- For fiber replacement service for campus	Ψ25,101.12
fire-life-safety system from 2/13/2017 to 4/13/2017.	
Saddleback College	
Dabco Inc. Machanical	\$22,990.00
Construction Service Agreement (Amend #1)- For chilled water valve	\$22,990.00
replacement service of \$1,235 for a revised contract total of \$22,990.	
•	
Saddleback College	¢24 E62 00
PPL, Inc.	\$21,563.00
Independent Contractor/Professional Services Agreement- For consultant	
services related to Human Resources hiring process and organizational	
structure from 2/13/2017 to 3/15/2017.	
District Services	#20.000.00
El Camino Community College District	\$20,000.00
Professional Services Agreement- To provide customized business skill	(Revenue)
training as part of Employment Training Panel (ETP) funds from 12/20/2016	
to 11/6/2018.	
Saddleback College	0.17.070.00
LogMeIn, Inc.	\$17,250.00
Software Subscription Agreement- For subscription renewal of Bold Chat, a	
live chat system, used by Technology Services Department to chat with	
student, faculty and staff with technical assistance from 2/7/2017 to	
2/7/2018.	

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

Irvine Valley College	
invine valley college	
NCS Dogram Inc	\$17,040.00
NCS Pearson, Inc. Software Subscription Agreement- For subscription renewal of	φ17,0 4 0.00
Smarthinking, an online tutoring service, used by the Student Success	
Center from 1/1/2017 to 12/31/2019.	
Irvine Valley College	
ExitCertified	\$15,550.00
Professional Services Agreement- For on-site training on Ghost Solution	* ,
Suite 3.0, a computer imaging software, for Technology Services	
Department from 3/1/2017 to 3/31/2017.	
Irvine Valley College	
The Lyceum Agency	\$15,000.00
Professional Services Agreement (Amend #1)- Amending to allow	·
videotaping of live presentation at no additional cost for a total contract	
remaining at \$15,000.	
Saddleback College	
Vital Link Orange County	\$15,000.00
Independent Contractor Agreement- To establish a database of business	
and industry connections for internships, externships and other partnership	
opportunities related to IVC programming from 3/1/2017 to 6/30/2017.	
Irvine Valley College	
<u>Augusoft</u>	\$14,976.00
Software Subscription Agreement- For subscription renewal of Lumens	
PRO, a web-hosted enrollment management system, used by ATEP from	
1/1/2017 to 12/31/2017.	
Irvine Valley College	
Infobase Learning	\$13,120.90
Software Subscription Agreement- For subscription of Films on Demand, a	
college library streaming video, from 3/31/2017 to 3/30/2018.	
Saddleback College	040.570.00
BidPal	\$12,570.00
Professional Services Agreement- For use of BidPal, a mobile fundraising	
software to be used at Foundation Event from 2/21/2017 to 4/1/2017.	
Saddleback College-Foundation	\$40,200,00
Nabil Youseff & Associates Engineering Services Agreement (Amond #1) No cost extension of	\$10,300.00
Engineering Services Agreement (Amend #1)- No cost extension of structural engineering services from 2/8/2017 to 6/8/2017 with total contract	
remaining at \$10,300.	
District Services	
Accommodating Ideas Inc.	\$10,000.00
Independent Contractor Agreement (Amend #1)- For additional interpreting	ψ10,000.00
services of \$500 for a revised contract total of \$10,000.	
Irvine Valley College	
randy conego	

Bradford Hurte	\$10,000.00
Independent Contractor Agreement- For porting, hosting and maintenance of the EnergyOC.org website from 2/10/2017 to 6/30/2018.	
Irvine Valley College	
Josh Reidt	\$10,000.00
Independent Contractor Agreement (Amend #1)- For additional exercise program design & evaluation services of \$4,000 for a revised contract total of \$10,000.	
Irvine Valley College	
Medical Billing Technologies, Inc. Professional Services Agreement- To provide Local Education Agencies	\$10,000.00
(LEA) Medi-Cal direct billing and claim services from 3/1/2017 to 6/30/2019. Irvine Valley College	
PPL, Inc.	\$9,000.00
Independent Contractor Agreement (Amend #1)- Amending to include accommodation costs while consulting for chancellor search of \$3,500 for a revised contract total of \$9,000.	
District Services	
New Vision Construction Field Service Agreement- For the reconfiguration of Vice President's office from 3/1/2017 to 6/1/2017.	\$7,870.92
Saddleback College	
The Regents of the University of California, San Diego Memorandum of Understanding- To promote Science, Technology, Engineering & Math (STEM) and provide workforce training to students under the California Space Grant Consortium from 2/1/2017 to 8/31/2017. Irvine Valley College	\$7,500.00
Scott Hunter Independent Contractor Agreement- For facilitator services at Chancellor's Executive Council event from 2/1/2017 to 2/10/2017. District Services	\$6,500.00
Sarah Martini Independent Contractor Agreement- To provide planning and staffing services for foundation from 2/15/2017 to 4/30/2017. Saddleback College-Foundation	\$6,300.00
Haitbrink Paving	\$5,613.73
Field Service Agreement- For curb ramp modification service at the Performing Arts Center from 2/6/2017 to 3/28/2017.	
Irvine Valley College	0==0
<u>DocuSign</u> Software Subscription Agreement- For subscription of DocuSign, an electronic signature software, from 2/1/2017 to 1/31/2018.	\$5,500.00
District Services	

Proctorio, Inc.	\$5,100.00
Software Subscription Agreement- For subscription of Proctorio, a digital	ψο, ισσίσσ
proctoring solution for online education and exam administration, from	
1/1/2017 to 12/31/2017.	
Irvine Valley College	
E Read and Associates, Inc.	\$4,950.00
Independent Consultant Agreement- To provide assistance working with	Ψ1,000.00
outside agencies for the Athletics Stadium and Site Improvement Project	
from 1/23/2017 to 12/30/2017.	
District Services	
Lace It Up Events	\$4,948.00
Independent Contractor/Professional Services Agreement- For providing	Ψ 1,0 10.00
race management coordination and race timing services for Veterans 5k	
Event on 6/18/2017.	
Saddleback College-Foundation	
Technic Business Solutions	\$4,500.00
Independent Contractor Agreement- For equipment maintenance services of	+ /- 2
campus printers from 2/15/2017 to 6/30/2020.	
Saddleback College	
Systems Maintenance Services	\$4,212.00
Software License Agreement- To provide equipment maintenance service to	
servers from 3/1/2017 to 3/31/2018.	
Saddleback College	
Vital Link of Orange County	\$4,200.00
Independent Contractor Agreement- To serve as the payment provider to	, ,
participants in IVC Career Technical Education (CTE) Educator Externship	
at Phoenix Energy Technologies, an energy management company, from	
2/24/2017 to 3/3/2019.	
Irvine Valley College	
<u>Duo Security</u>	\$3,914.09
Software License Agreement- For subscription renewal of Duo MFA Edition,	. ,
a two-factor authentication security service, from 12/12/2016 to 6/30/2018.	
District Services	
Health Dimension	\$3,600.00
Professional Services Agreement- For providing on-site Health & Lifestyle	, ,
Expo at Irvine Valley College on 8/16/2017 and in Saddleback College on	
8/15/2017.	
District Services	
<u>jamf</u>	\$3,600.00
Software License Agreement- For subscription renewal of Casper Suite, an	
Apple device management software, used for the Technology Service	
Department from 3/15/2017 to 3/15/2018.	
Irvine Valley College	
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Nuance Communications, Inc. Software License Agreement- For 10 software licenses of Dragon Naturally Speaking, a computer voice command software to assist students in Disabled Student Programs and Services (DSPS), from 2/7/2017 to 2/7/2018. Irvine Valley College	\$3,564.00
Sports Facilities Group	\$3,475.00
Field Service Agreement- For repair services of basketball gym bleachers from 2/8/2017 to 3/10/2017.	ψ3,473.00
Irvine Valley College	
Sports Facilities Group	\$3,295.00
Field Service Agreement- For installation services of basketball scoreboard and shot clock display in gymnasium from 2/15/2017 to 5/15/2017. Saddleback College	
Essence Entertainment	\$3,250.00
Independent Contractor Agreement- To provide professional musicians for Spring concert session for Music Department from 2/15/2017 to 6/30/2017. Irvine Valley College	
United Power and Battery	\$3,180.00
Field Service Agreement- For battery back-up maintenance renewal for critical systems from 2/28/2017 to 2/27/2018.	, , , , , , , , , , , , , , , , , , ,
Irvine Valley College	
Taylor Stephenson Independent Contractor Agreement- For guest music director for Theatre Arts Spring Musical from 2/13/2017 to 4/17/2017.	\$3,000.00
Orange County Business Journal Saddleback College	\$2,995.00
Advertising Agreement- For advertisement insertion in Community College spotlight edition to promote the opportunities available to the local business community through our Economic & Workforce Development and Business Science Division on 3/13/2017. Saddleback College	Ψ2,993.00
South Coast Fire Protect Field Service Agreement- For campus wide backflow testing services from 2/10/2017 to 3/28/2017.	\$2,824.00
Irvine Valley College	
ARTstor	\$2,775.00
Software License Agreement- For subscription of ARTstor, an online art database for student use, from July 2016 to June 2017.	
Irvine Valley College	
Essence Entertainment Independent Contractor Agreement- To provide professional dancers and choreographers for Dance Department from 2/15/2017 to 6/30/2017. Irvine Valley College	\$2,750.00

Courtyard Marriott Fresno	\$2,500.00
Facility Use Agreement- For accommodation of participants in the Common	+ =,======
Assessment Initiative (CAI) Professional Development Regional Meeting in	
Fresno City College on 5/5/2017.	
Saddleback College	
One Zero Digital Media	\$2,400.00
Independent Contractor Agreement- For filming Dana Hills High School	• •
classroom interviews to be used for marketing and outreach purpose from 1/15/2017 to 3/31/2017.	
Irvine Valley College	
Special Parking Service, Inc.	\$2,016.00
Independent Contractor/Professional Services Agreement- For valet parking	
services for Foundation Event at the Discovery Cube on 3/11/2017.	
Irvine Valley College-Foundation	
Louis A. Menchaca	\$2,000.00
Independent Contractor Agreement- For guest musician, a trumpet player,	
to provide a recital with Cathy Tibbits on piano, on 3/5/2017.	
Saddleback College	
Stuart Ross Duncan LLC.	\$2,000.00
Independent Contractor Agreement- For providing referees for tennis teams	
from 2/28/2017 to 6/30/2017.	
Irvine Valley College	
Kratos Public Safety & Security Solutions, Inc.	\$1,856.25
Field Service Agreement- For remote access control system repair services	
in Business Sciences and Technology Innovation Center on 12/22/2016.	
Irvine Valley College	
Holiday Inn Miramar	\$1,800.00
Independent Contractor Agreement- For catering and facility use for San	
Diego Miramar College site visit in San Diego, CA from 3/13/2017 to	
3/16/2017.	
Irvine Valley College	
Pyro-Comm Systems, Inc.	\$1,528.09
Field Service Agreement- For smoke detector installation and duct detector	
removal services in Fine Arts building from 2/16/2017 to 3/30/2017.	
Saddleback College	
Andes Translations, LLC	\$1,500.00
Professional Services Agreement- For translation services from 1/10/2017	
to 6/30/2017.	
Irvine Valley College	Φ4 F00 00
Cailin Luneburg	\$1,500.00
Independent Contractor Agreement- For guest artist stage manager for	
Spring musical in Theatre Arts Department from 2/11/2017 to 4/17/2017.	
Saddleback College	

Clarus Corporation	\$1,400.00
Professional Services Agreement- For providing mobile advertising	
campaign management services to promote Freshman Advantage program	
enrollment from 3/2/2017 to 3/15/2017.	
Irvine Valley College	
California Communication	\$1,305.00
Independent Contractor Agreement- For cable installation services for	
security cameras located at Building P-100 from 2/14/2017 to 3/3/2017.	
Saddleback College	
VMWare	\$1,250.00
Software License Agreement- For subscription renewal of VMWare	Ψ1,200.00
Academic Program, a software licensing program for teaching and utilizing	
technology, used by Technology Service Department from 2/9/2017 to	
2/9/2018.	
Irvine Valley College	£4.000.00
David Evans and Associates, Inc.	\$1,200.00
Independent Contractor/Professional Services Agreement- To provide	
engineering services to update drawings and documents related to the	
Barranca Entrance Project from 2/1/2017 to 2/28/2017.	
District Services	
Black Triumph Productions	\$1,000.00
Independent Contractor Agreement- For guest artist director for Theatre Arts	
staged reading from 2/11/2017 to 3/17/2017.	
Saddleback College	
Paul Shuttleworth	\$1,000.00
Independent Contractor Agreement- For guest lecturer for Theatre Arts	
stage reading project from 3/10/2017 to 3/17/2017.	
Saddleback College	
Saul Reynoso	\$970.00
Independent Contractor Agreement- For guest musician, a trumpet artist, to	
perform for "Little Shop Of Horrors" from 3/6/2017 to 4/15/2017.	
Irvine Valley College	
VFS Fire & Security Services	\$905.00
Independent Contractor Agreement- For sprinkler system repair services	
from 2/15/2017 to 5/15/2017.	
District Services	
Jeff Jorgenson	\$880.00
Independent Contractor Agreement- For guest musician, a reed player, to	+ - 3 3
perform for Spring Musical "Once Upon a Mattress" for Theatre Arts from	
4/6/2017 to 4/17/2017.	
Saddleback College	
	\$000 00
Jorge Zuniga	\$880.00
Independent Contractor Agreement- For guest musician, a percussionist, to	
perform for Spring Musical "Once Upon a Mattress" for Theatre Arts from	
4/6/2017 to 4/17/2017.	
Saddleback College	

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

NII	400000
Nicolas Gonzalez	\$880.00
Independent Contractor Agreement- For guest musician, a bass player, to	
perform for Spring Musical "Once Upon a Mattress" for Theatre Arts from	
4/6/2017 to 4/17/2017.	
Saddleback College	*****
Roman Selezinka	\$880.00
Independent Contractor Agreement- For guest musician, a violinist, to	
perform for Spring Musical "Once Upon a Mattress" for Theatre Arts from 4/6/2017 to 4/17/2017.	
Saddleback College	
David Stoneman	\$825.00
Independent Contractor Agreement- To provide piano tuning services for	
Instrumental Music Department from 2/15/2017 to 6/30/2017.	
Irvine Valley College	
Hannah Kayla Haghighat	\$800.00
Independent Contractor Agreement- To provide analysis services for the Speech and Debate Team from 3/1/2017 to 4/28/2017.	
Saddleback College	
Pierce Emata	\$800.00
Independent Contractor Agreement- For guest musician, a keyboard player,	,
to perform for the Reflection of the Ocean Classical Keyboard Series on	
2/26/2017.	
Saddleback College-Foundation	
South Coast Fire Protection, Inc.	\$800.00
Independent Contractor Agreement- To provide fire hydrant flow testing	·
services for Athletics Stadium and Site Improvement Project from 1/23/2017	
to 2/23/2017.	
District Services	
Cal State Fullerton Daily Titan	\$708.75
Advertising Agreement- For advertisement insertion to promote summer	·
enrollment on 3/23/2017, 4/4/2017 and 4/10/2017.	
Irvine Valley College	
Cal State Fullerton Daily Titan	\$650.00
Advertising Agreement- For 2 Adrax advertising, a large billboard style	
advertisement, to promote Summer enrollment from 3/10/2017 to 4/10/2017.	
Irvine Valley College	
Automotive Electronics Services, Inc.	\$646.92
Software License Agreement- For software license renewal of Tech500, an	
automotive mechanical diagnosis tool, used by the Automotive Department	
from 2/3/2017 to 2/3/2020.	
Saddleback College	
Kelly Keys	\$600.00
Independent Contractor Agreement- To provide For providing instrumental	
repair services for Music Department from 2/13/2017 to 6/30/2017.	

Library of Congress	\$525.00
Software Subscription Agreement- For subscription of Classification Web,	
an online library data access software, from 5/3/2017 to 5/2/2018.	
Saddleback College	
Audra DiPadova	\$500.00
Independent Contractor Agreement- For guest speaker for Dorothy Marie	
Lowry Distinguished Guest Lecture Series, Emeritus Instructional Program,	
on 5/5/2017.	
Saddleback College	
Evonne (Becky) Martinez	\$500.00
Independent Contractor Agreement- For guest speaker for Dorothy Marie	
Lowry Distinguished Guest Lecture Series, Emeritus Instructional Program,	
on 2/10/2017.	
Saddleback College	
Michael A Messner	\$500.00
Independent Contractor Agreement- For guest speaker to provide lecture for	•
Women and Gender Studies on 4/17/2017.	
Saddleback College	
Parkway Lawnmower Shop	\$500.00
Independent Contractor Agreement- To provide lawn mower tool repair and	•
maintenance services from 2/3/2017 to 6/30/2017.	
Saddleback College	
Tim Musse	\$500.00
Independent Contractor Agreement- For guest artist to provide workshop in	φοσσ.σσ
carving a relief image and printing without a press for Fine Arts on	
2/10/2017.	
Saddleback College	
Shep Shepheard	\$450.00
Independent Contractor Agreement- For guest jazz artist to perform in	ψ+30.00
Spring 2017 Concert from 1/23/2017 to 4/28/2017.	
Saddleback College-Foundation	
David Hughes	\$400.00
Independent Contractor Agreement- For guest artist to provide a base	ψ - υυ.υυ
master class/clinic for Jazz Day on 2/25/2017.	
Saddleback College-Foundation	
Janet Harclerode	\$400.00
Independent Contractor Agreement- To provide support for Common	φ 4 00.00
Assessment Initiative (CAI) professional development at the Santa Ana	
College mapping session on 2/3/2017.	
Saddleback College	\$250.00
Fotograafe Photo Studio	\$350.00
Independent Contractor Agreement- For event photography services for a	
Foundation Event on 3/11/2017.	
Irvine Valley College- Foundation	

Kendall Kay	\$350.00
Independent Contractor Agreement- For guest artist to provide a drum	
master class/clinic for Jazz Day on 2/25/2017.	
Saddleback College-Foundation	
Kyle Martinez	\$350.00
Independent Contractor Agreement- For guest musician, a trumpet player, to perform with Saddleback Big Band on 2/25/2017.	
Saddleback College-Foundation	
Wix.com	\$350.00
Software Subscription Agreement- For subscription of Wix, a website building software, used for Liberal Arts Division website from 2/9/2017 to 2/9/2018.	
Saddleback College	
April Lorene Strong	\$300.00
Independent Contractor Agreement- For balloon creation services for the Astounding Inventions Event on 1/28/2017.	
Irvine Valley College-Foundation	
Kelly Jones	\$300.00
Independent Contractor Agreement- For providing emcee service at the Saddleback Stars Event on 3/2/2017.	
Saddleback College-Foundation	
Kimberly Vanderbilt	\$300.00
Independent Contractor Agreement- For guest Psychology speaker to provide lecture on emotions, psychology and health for undergraduates on 4/13/2017.	
Saddleback College	
ABBYY	\$279.99
Software License Agreement- For license subscription of FineReader, a computer screen reading software, used by students in Disabled Student Programs and Services (DSPS) from 2/7/2017 to 2/7/2018. Irvine Valley College	
Adrienne Geffen	\$255.00
Independent Contractor Agreement- For guest musician, a clarinet player, to perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
Betty Whyte	\$255.00
Independent Contractor Agreement- For guest musician, a flute player, to perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
Brian Woodworth	\$255.00
Independent Contractor Agreement- For guest musician, a bassoon player, to perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	

Claire V. Bertram	\$255.00
Independent Contractor Agreement- For guest musician, an oboe player, to	
perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
<u>Leslie Schroerlocke</u>	\$255.00
Independent Contractor Agreement- For guest musician, a clarinet player, to	
perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
Lisa Cherry	\$255.00
Independent Contractor Agreement- For guest musician, a horn player, to	
perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
Mark Lilienthal	\$255.00
Independent Contractor Agreement- For guest musician, a horn player, to	Ψ200.00
perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
<u> </u>	* 055 00
Maryann McNamara	\$255.00
Independent Contractor Agreement- For guest musician, a clarinet player, to	
perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
Stephanie Getz	\$255.00
Independent Contractor Agreement- For guest musician, a flute player, to	
perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
Tomoko MacIntyre	\$255.00
Independent Contractor Agreement- For guest musician, a clarinet player, to	
perform in concert, "Wind Ensemble" from 2/28/2017 to 3/10/2017.	
Saddleback College-Foundation	
Kevin Hicks	\$250.00
Independent Contractor Agreement- For guest musician, a trombonist, to	
perform with Saddleback Big Band on 2/25/2017.	
Saddleback College-Foundation	
Facebook and Instagram	\$218.75
Advertising Agreement- For social media advertising to target high school	,
students for IVC Preview Day from 2/20/2017 to 3/6/2017.	
Irvine Valley College	
Allison Smith	\$200.00
Independent Contractor Agreement- For guest Psychology speaker to	Ψ200.00
provide lecture on her life journey through Parkinson's disease for	
undergraduates on 3/29/2017.	
Saddleback College	<u> </u>
Dana Garfin	\$200.00
Independent Contractor Agreement- For guest Psychology speaker to	
provide lecture on responding to collective adversity for undergraduates on	
3/15/2017.	
Saddleback College	

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

Katelyn Cerneka	\$200.00
Independent Contractor Agreement- For guest Psychology speaker to	
provide lecture on transferring and careers in Psychology for	
undergraduates on 2/28/2017.	
Saddleback College	
Kevin Cochran	\$200.00
Independent Contractor Agreement- For guest Psychology speaker to	
provide lecture on false memories and choice blindness for undergraduates on 2/22/2017.	
Saddleback College	
Systems Maintenance Services	\$184.00
Software Maintenance Agreement- To provide server maintenance renewal	Ψ101.00
for Technology Services from 2/2/2017 to 2/2/2018.	
Irvine Valley College	
Avalon Tent and Party	\$180.56
Independent Contractor Agreement- For party equipment rental services for	ψ. σσ. σσ
SOCEC Economic Report Luncheon on 3/10/2017.	
Saddleback College	
MKH Electronics	\$175.00
Field Service Agreement- For the maintenance of physical therapy	V 1. 0.00
equipment in the training room from 1/26/2017 to 3/31/2017.	
Irvine Valley College	
Dropbox	\$159.18
Software License Agreement- For Dropbox licenses to be used by the	Ψ.000
Marketing Department from 2/9/2017 to 2/9/2018.	
Irvine Valley College	
Kim Richmond	\$150.00
Independent Contractor Agreement- For guest artist to provide lecture on	ψσσσσ
Jazz on 2/15/2017.	
Saddleback College-Foundation	
Brandman University	\$0.00
Affiliation Agreement- For Saddleback College Child Development Center to	Ψ0.00
provide an observational field site for Brandman University students to	
complete their required coursework from 12/1/2016 to 11/30/2019.	
Saddleback College	
Church of Jesus Christ of Latter-Day Saints	\$0.00
Facility Use Agreement- For off campus facility use for Emeritus Institute &	
Staff Classes in choir practice from 5/30/2017 to 7/25/2017.	
Saddleback College	
City of Laguna Hills	\$0.00
Facility Use Agreement- For off campus facility use in the Laguna Hills	•
Community Center & Sports Complex for Emeritus Program Classes from	
1/1/2017 to 12/31/2019.	
Saddleback College	

Coastline Surgery Center	\$0.00
Clinical Training Affiliation Agreement- For providing access to its facilities	
for students to receive the clinical, internship experience necessary for	
completion of the nursing program.	
Saddleback College	
Regents of the University of California	\$0.00
Clinical Training Affiliation Agreement- For providing clinical site for Health	
Information Technology students from 2/28/2017 to 2/28/2019.	
Saddleback College	
St. Joseph Hospital of Orange	\$0.00
Clinical Training Affiliation Agreement- For providing clinical internship	
opportunities for nursing students in Health Science Human Services	
Programs.	
Saddleback College	
University Enterprises, Inc.	\$0.00
Affiliation Agreement- For providing registered students with the opportunity	
to obtain temporary and part-time employment with the State of California	
for work in their field of study.	
Irvine Valley College	

ITEM: 6.1 DATE: 3/27/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: CCCT Board of Directors Election - 2017

ACTION: Approval

BACKGROUND

The California Community College Trustees Association was conceived with the idea that all community college trustees in California, joined together in one organization, could successfully work to preserve and improve California's quality, community based, locally governed colleges. The CCCT Board of Directors consists of twenty-one members elected as directors by the membership, all elected officers of the association, and a non-voting Student Trustee Director.

STATUS

The election of members of the CCCT Board of Directors for 2017 will take place between March 10 and April 25. This year, there are nine (9) seats up for reelection, with seven incumbents running and two vacancies due to changes at the district level. The nine candidates receiving the most votes will serve three-year terms. The memorandum from CCCT and the ballot listing trustees who have been nominated for election to the board are included as Exhibit A. Each CCCT member community college district board has one vote for each of the nine vacancies on the CCCT Board of Directors. The nine candidates receiving the highest number of votes by the South Orange County Community College District Board of Trustees will be listed on the official ballot and transmitted to the league office by the April 25 deadline. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, May 4 – 7 in Lake Tahoe.

RECOMMENDATION

The chancellor recommends that each board member announce at the board meeting his or her list of nominees for the nine vacancies on the CCCT Board of Directors for subsequent tallying and transmittal to the League Office by the April 25 deadline.

Item Submitted by: Debra L. Fitzsimons, Interim Chancellor

DATE: February 27, 2017

TO: California Community College Trustees

California Community College District Chancellors/Superintendents

FROM: Agnes Lupa, Member Resources Associate

SUBJECT: CCCT BOARD ELECTION — 2017

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are nine (9) seats up for reelection on the board, with seven incumbents running and two vacancies due to changes at the district level.

Each community college district governing board shall have one vote for each of the nine seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The nine candidates who receive the most votes will serve a three-year term.

The 15 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 10, 2017. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios will also be available on the League's website (www.ccleague.org).

Please remember that:

- 1) ballots must be signed by the board secretary and board president or vice-president and include the name of your district; and
- 2) ballot return envelopes must have no identifying information or signatures.

Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt.

Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a **postmark dated no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, May 4 -7 in Lake Tahoe.

If you have any questions on the CCCT board election, please contact Agnes Lupa at the League office at (916) 444-8641.

Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements



2017 CCCT BOARD ELECTION CANDIDATES LISTED IN SECRETARY OF STATE'S RANDOM DRAWING ORDER OF FEBRUARY 10, 2017

- 1. Marisa Perez, Cerritos CCD
- 2. Greg Pensa, Allan Hancock CCD
- 3. Michele R. Jenkins, Santa Clarita CCD
- 4. John Leal, State Center CCD
- 5. *Stephen Blum, Ventura County CCD
- 6. *Laura Casas, Foothill-De Anza CCD
- 7. *Stephan Castellanos, San Joaquin Delta CCD
- 8. Loren Steck, Monterey Peninsula CCD
- 9. *Adrienne Grey, West Valley-Mission CCD
- 10. Shaun B. Giese, Lassen CCD
- 11. *Andra Hoffman, Los Angeles CCD
- 12. *Pam Haynes, Los Rios CCD
- 13. Richard Watters, Ohlone CCD
- 14. *Jim Moreno, Coast CCD
- 15. William "Kyle" Iverson, Napa CCD

* Incumbent

CCCT 2017 BOARD OFFICIAL BALLOT

Vote for no more than nine (9) by checking the boxes next to the names.

NOMINATED CANDIDATES List order based on Secretary of State's February 10, 2017 random drawing.		WRITE-IN CANDIDATES Type each qualified trustee's name and district on the lines provided below.			
	Marisa Perez, Cerritos CCD				
	Greg Pensa, Allan Hancock CCD				
	Michele R. Jenkins, Santa Clarita CCD				
	John Leal, State Center CCD				
	*Stephen Blum, Ventura County CCD				
	*Laura Casas, Foothill-De Anza CCD				
	*Stephan Castellanos, San Joaquin Delta CCD				
	Loren Steck, Monterey Peninsula CCD				
	*Adrienne Grey, West Valley-Mission CCD				
	Shaun B. Giese, Lassen CCD				
	*Andra Hoffman, Los Angeles CCD				
	*Pam Haynes, Los Rios CCD				
	Richard Watters, Ohlone CCD				
	*Jim Moreno, Coast CCD				
	William "Kyle" Iverson, Napa CCD				
* Incumbent					
Board Secretary and Board President or Board Vice President must sign below: This ballot reflects the action of the board of trustees cast in accordance with local board policy.					
	District:				
	Secretary of the Board Pre	sident or Vice President of the Board			



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

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

The govern	ning board of the Cerri	tos		Community College District	
nominates	Marisa Perez		to be	to be a candidate for the CCCT Boar	
This nomir	nee is a member of the	Cerritos		Community College District	
governing l	board, which is a mem	ber in good standing	of the Community C	College League of California. Th	
nominee ha	as been contacted and h	as given permission	to be placed into not	omination. Enclosed are the	
Statement of	of Candidacy and the C	CCT Biographical S	Sketch Form for our i	nominee.	

Signature of Clerk or Secretary of Governing Board

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: Marisa Perez	DATE: January 24, 2017
ADDRESS: 5921 Allington Street	CITY & ZIP CODE: Lakewood, CA 90713
PHONE: 323-359-6839	EMAIL: marisaforlakewood@gmail.com

EDUCATION
CERTIFICATES/DEGREES; Master of Public Policy, University of Southern California (1998), B.S., Bioengineering, Texas A&M University (1996)

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Board Consultant for Judith Mitchell, South Coast Air Quality Management District, Diamond Bar, CA

OTHER: Executive Director - Office of the Superintendent President, Long Beach Community College, CA (2004 to 2005)

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Cerritos Community College District

YEARS OF SERVICE ON LOCAL BOARD: 5 vears

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Cerritos Community College District

Board President, 2012-13

Board Clerk, 2013-15

Board Vice President, 2015-16

Appointed by Board President to serve on the President/Superintendent Screening Committee, which concluded in the hiring of Dr. Jose Fierro. Appointed to Bond Construction Advisory Committee to oversee the \$349 million Measure G bond for campus construction. Appointed to serve on the Board Advisory Committee on Accreditation. Appointed to represent college on the Los Angeles County School Trustees Association (2014-15).

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Associate Director for Domestic Policy, The White House - Executive Office of the President, Washington DC – 1 Year

Associate Director for Transportation – Mayor Antonio Villaraigosa, City of Los Angeles, CA - 2005 to 2009

Selected to attend the National Association of Latino Elected Officials Annual National Summit on the State of Latino Education

CIVIC AND COMMUNITY ACTIVITIES

School Site Committee Member, Esther Lindstrom Elementary School Vice President, PTA, Esther Lindstrom Elementary School Board Member, Lakewood Little League Graduate, Hispanas Organized for Political Equality Leadership Institute Former Council Member, MTA Gateway Cities Service Sector Former Member, Bellflower Unified School District Citizens Task Force

OTHER

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:	
Marisa Perez	
DATE:	
January 24, 2017	

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.) Distribution of equitable dollars is critical to educational access to our students, especially those underserved. The league should focus on increasing per-student funding for community colleges, investment in SSSP and Equity programs in order to close achievement gaps, and adequate allocation of Cal Grant resources to California community colleges.

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

As a government relations executive, I have a proven record of over 15 years' experience improving legislative/organizational changes, as well as establishing strategic relations with key policymakers, and industry and trade associations, state- and nationwide. I bring to the CCCT board the experience necessary to enable true education reform.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The governing board of the Allan Hancock	Community
College District nominates Greg Pensa	to be a
candidate for the CCCT Board.	
This nominee is a member of the Allan Hancock	Community
College District governing board, which is a member in good standing of the Community College	ege League of
California. The nominee has been contacted and has given permission to be placed into nomin	ation.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our non-	ninee.

Signature of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

Name: Gregory A. Pensa	DATE: February 14, 2017	
Address: 69 Ironwood Way	CITY & ZIP CODE: Solvang, 93463	
PHONE: 805 455-1751	EмаіL: gpensa@hancockcollege.edu	

EDUCATION	
CERTIFICATES/DEGREES: A.A. Allan Hancock College, B.A. San Diego State University	

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION:	Retired
OTHER:	Petroluem Marketing and Asset Development Director.

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER:	Alian Hancock College	
YEARS OF SERVICE ON LOCAL BOARD:	7	
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:		
Two years Board Vice President and t	hree years Board President	

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Attended last two ACCT conferences as voting Board member.

Help lead seminar with other colleges on the "Six Student Success Factors".

CIVIC AND COMMUNITY ACTIVITIES

Education related; CCCL-Excellence in Trusteeship 2011, recertification 2015. Solvang School Board Trustee 10 years, passed Mello Roos bond, built 6 classrooms and gym.

Santa Ynez High School, coached JV baseball.

Radio Broadcaster Santa Ynez High School Football since 1983.

Allan Hancock College Foundation Board 9 years, helped pass \$180-million-dollar Bond. Santa Barbara County School Boards Assoc., Ex.Committee & President elect 2017-18. "Education Volunteer of the Year" Santa Ynez Valley 2004

OTHER

"Man of the Year"-Santa Ynez Valley--The Valley Foundation 2013

Indigenous Development Coordinators-Founding Board member & Treasurer for Non Government Organization in the Philippines.

Valley Haven-Senior Day Care Center-Founding Board member.

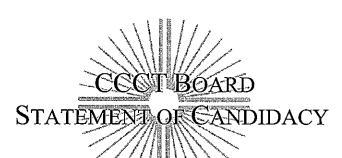
Friendship House-Alzheimer's & Dementia Care-current President

Rotarian since 1980, Past President and multiple Paul Harris Award recipient.

Thru Rotary, delivered medical supplies to El Salvador & Philippines.

Buellton Business Men's Association, Past President

Pony League baseball, Past President and coach.



Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:	
Greg Pensa	
DATE:	
February 14, 2017	

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

Affordability and access. Access through Promise programs will lead to ensuring students can attend college. Access means getting students not only to an AA, but also to a bachelor's degree. Expanding the community college baccalaureate should be a key part of building an educated workforce for the state of California.

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

My time as an elected trustee and school board member showed me how we, as policy makers, are able to impact our communities. I have earned the Excellence in Trustee designation, a process that has exposed me to the policy initiatives that will expand access and affordability.

CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

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

The governing board of the	SANTA (CLARITA	Community	
College District nominates	ICHELE R.	JENKINS.	to be a	
candidate for the CCCT Board.				
This nominee is a member of the _	SANTA	CLARITA	Community	
College District governing board, v	vhich is a member in go	od standing of the Community	College League of	
California. The nominee has been	contacted and has giver	permission to be placed into r	iomination.	
Enclosed are the Statement of Cano	lidacy and the CCCT B	iographical Sketch Form for or	ır nominee.	

Signature of Clerk or Secretary of Governing Board

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

Name: MICHELE R. JENKINS Date: 2/15/17
Address: 25243 RUNNING HORSE RD.
City: NEWHALL Zip: 91321
Phone: 618-6817 SAME
E-Mail: MICHELE - JENKING @ CANYONS . FEDU
EDUCATION
Certificates/Degrees: AA · COLLEGE OF THE CANYONS B.A. UCLA
MA. UNIV. OF NO. DAKOTA
PROFESSIONAL EXPERIENCE
Present Occupation: ADMINISTRATIVE MEDICAL OFFICE
2000 City Andrews Control Control
Other: PERSONNEL MANAGEMENT
COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: SANTA CLARITA (COLLEGE OF THE CANYON
Years of Service on Local Board: 32/2 YEARS
Offices and Committee Memberships Held on Local Board: BOARD PRESIDENT MULTIPLE
YEARS, VICE-PRESIDENT + SECRETARY CLERK MULTIPLE
TIMES, FINANCIAL/AUDIT SUB COMMITTEE
State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc. CCC BOARD - CCC LEAGUE BOARD -
MITTER ONEDUCATIONAL SERVICES (TRUSTEE DEVELOPMENT), WORKSHOP
ESENTER AT NATIONAL TRUSTEE ASSOCIATION; PRESENTER ON
OBA DOLLTE PRICE OF TRICTER SAMESKILLS NECESSARY: IMPROTANTE
PARE OF DEALBOARD PRINTER AT NATIONAL
PROPRIATE ROLE OF TRUSTEES====SKILLS NECESSARY; IMPORTANCE ROLE OF CEO/BOARD RELATIONSHIPS; PRESENTER AT NATIONAL USTEE CONFERENCE ON CALIFORNIA'S EXCELLENCE IN TRUSTEESHIP-1ROC
object of the property of the transfer and the transfer a

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	MERICAN ASSOCIATION OF UNIVERSITY WOMEN:
<	SUPPORTER OF SOROPTOMIST; ZONTA
	TEMBER + OFFICER IN SANTA CLARITA
	CHOOL TRUSTERS ASSOCIATION (K-13 BOARD MEMBER
Ź	BANTA CLARITA CHAMBER: VALLEY CHAMBER
)
<u>CR</u>	
	LOLUNTEER FOR UCLA SICHOLARSHIP (ALUMNI)
	FRECTION COMMITTEE
A	NEMBER OF THE LEAGUE HIRING COMMITTER
_	FOR THE CEO OF THE LEAGUE

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: MICHELE R. JENKINS DATE: 2/15/17

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

LEADING THE STREAMLINGS + CONDENSING OF
REGULATIONS, RULES WHICH IMPEDE COLLEGES' ABILITIES
TO OPERATE EFFICIENTLY AND WITH CREATIVITY

INPUT INTO A STABLE FUNDING SYSTEM WHICH ALLOWS FOR AN INCREASE IN BASE FUNDS AS WELL AS FUNDING A REVENUE STREAM FOR MANDATED ACTIVITIES

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

AFTER 32 1/2 YEARS ON MY LOCAL BOARD I HAVE A WIDE BREADTH OF FINANCIAL ACCULTY OUR DISTRICT IS CONSERVATIVE FINANCIAL AND EXCEEDS STANDARDS FOR FINANCIAL SOUNDNESS SANTA CLARITA WAS ONE OF THE FIRST DISTRICTS TO DEVELOPE ETHICAL STANDARDS FOR TRUSTERS VE HAVE SUCCESSIVLY PASSED 3 BOND MEASURES



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

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

The governing board of the State Center	Community College District
nominates John Leal	to be a candidate for the CCCT Board.
This nominee is a member of the State Center	Community College District
governing board, which is a member in good standing of the C	Community College League of California. The
nominee has been contacted and has given permission to be pl	aced into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographical Sketch F	orm for our nominee.

Signature of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: John Leal	DATE: February 10, 2017	
Address: 5284 E. Kaviland Avenue	CITY & ZIP CODE: Fresno 93725	
PHONE: 559-696-6647	EMAIL: jzleal@comcast.net	

EDUCATION
CERTIFICATES/DEGREES; MA in Education from Frasno Pecific University, BA in Spanish from Freena State, Lifetime Standard Secondary Teaching Credential, Administrative Services Credential, Clear Professional

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Retired Educator/Administrator
OTHER; Principal Caruthers H.S., Asst. Principal Roosevelt H.S, 22 years K-12 administrative leadership positions, 13 years teaching experience

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: State Center Community College District

YEARS OF SERVICE ON LOCAL BOARD: 4

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Current President, former Vice President, former Secretary

State Activities: CCLC Latino Caucus Officer

NATIONAL ACTIVITIES (ACCT and other organizations, boards, committees, etc.) ACCT State Coordinator - 2 years **ACCT Latino Caucus Board Member** ACCT Nominating Committee 2014-2016 CIVIC AND COMMUNITY ACTIVITIES Elks Lodge Major Projects Officer Leading Elks Knight 20 year member of Association of Mexican American Educators Fresno Unified School District Mentor Fresno City College Puente Mentor Lions Club Speech Essay Contest Judge Veteran's Day Participant Organizer Boys to Men Volunteer **OTHER**



Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: John Leal	
DATE: February 10, 2017	

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.) I believe we should protect the status of Dreamers and establish Dream Centers to assist students to help them achieve their educational goals allowing them to become productive contributors to society. Also providing college resources for Guided Pathways with an emphasis on CTE will increase economic vitality in local communities.

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

I will help students by using my experience as a second language learning and first generation son of an immigrant family that sought the American Dream through education. My 39 years in education have prepared me to be student-centered and focused on student access, persistence and success.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

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

The governing board of the Ventura County Community College District

nominates Stephen P. Blum, Esq. to be a candidate for the CCCT Board.

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

Signature of Clerkor Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: Stephen P. Blum. Esq.	DATE: January 17, 2017		
Address: 505 Briarwood Terrace	CITY & ZIP CODE: Ventura, CA 93001		
PHONE: (805) 660-8959	EMAIL: blumper2@gmail.com		

EDUCATION
CERTIFICATES/DEGREES: BA, History; MA, Education; JD, Law; CA Teaching Credential; State Bar License

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Attorney; College Professor, Education Law

OTHER: High School Teacher, Coach (History, Health, Physical Education, Cross-County, Track/Field)

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ventura County Community College District

YEARS OF SERVICE ON LOCAL BOARD: 10

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Board Chair; District Committees: Planning, Accreditation, and Student Success Committee Chair/Trustee Member; Policy, Legislative, and Communication Committee Chair/Trustee Member; Planning and Board Communication Trustee Member; Capital Planning and Facilities, Trustee Member; Finance Committee Chair/Trustee Member; Academic Affairs Chair/Trustee Member; Chancellor Search Committee Trustee Member; CCCT Board; State Chancellor's Accreditation Task Force; CCLC Accreditation and Negotiations Presenter; Academic State Senate Plenary on Accreditation Presenter; Board of Governors on Accreditation Presenter.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Three-time delegate to National Education Association Representative Assembly ACCT National Conference Attendee

CIVIC AND COMMUNITY ACTIVITIES

Ventura County School Boards Association Treasurer Segue Board of Directors Tri-Counties Education Coalition Member

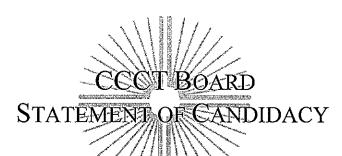
OTHER

Ventura County School Boards Association - Gold Award: Outstanding Public Official

Ventura County Sports Hall of Fame - 2014 Inductee

Two-time Masters' National Champion: 10,000 and 5,000 Meters

Former American Record Holder: Masters' 5,000 Meters



Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Stephen P. Blum, Esq.	
DATE: January 17, 2017	

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.) Student access and success should always be our major focus. We should be vigilant in keeping our eyes on the prize and not be deterred by anything or anyone. Budget, accreditation, and meeting the state's workforce needs are concerns.

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

I have served on the CCCT Board for three years; the Ventura County Community College Board for ten years; the State Chancellor's Accreditation Task Force; and spent 34 years as a teacher, coach, and teachers' union president. I bring considerable knowledge and experience to this position.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

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

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The governing board of the	Foothill-De Anza	Community
College District nominates-	Laura Casas	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Foothill-De Anza	Community
College District governing board, wh	ch is a member in good standing of the	e Community College League of
California. The nominee has been co	ntacted and has given permission to be	placed into nomination.
Enclosed are the Statement of Candid	acy and the CCCT Biographical Sketo	h Form for our nominee.
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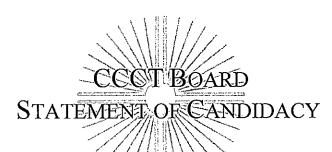
Signature of Clerk or Secretary of Governing Board

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PER	SONAL						
	Name: _	Laura Casa	S		Date:	1/24/17	
	Address:	1957 Amalt	î Way				
	City:	Mountain V	iew		Zip: _	94040	
	Phone: _	650-906-15	(home)			(office)	
	E-Mail: _	lauracasasc	c@gmail.com			(one)	
<u>Edu</u>	CATION		-				
	Certificat	tes/Degrees: _	Juris doctorate - U	Jniversity o	f Santa	a Clara, Law	
		-	B.A., Political Sc	ience - Cali	fornia	State University, Northridge	
Pro	FESSIONA	L EXPERIENC	E				
	Present C	Occupation:	Education advocat	te			
		-					
Other: Legal department for international commercial liability carrier					commercial liability carrier		
Cox	ANALINITES A	COLUECE AC	PIA TERE				
CON		COLLEGE AC		oothill-De A	nza C	ommunity College District	
	College District Where Board Member: Foothill-De Anza Community College District						
	Years of Service on Local Board: 12 years (2005-present)						
	Offices and Committee Memberships Held on Local Board: Current Board president,						
	past vice president, and member of Audit and Finance Committee, Trustee Scholarship						
	Committee, Legislative Committee, and Foundation Board of Directors.						
	State Act Chancell	ivities (CCCT or's Committe	and other organizations, etc Past represe	ons boards, centative of S	ommitt tate C	tees, workshop presenter; ommunity College League	
	of Ca	lifornia Boar	d, past chair of Stat	e Legislativ	e Con	nmittee of League, member	
	of the California Community College Trustees Board.						

N	ational Activities (ACCT and other organizations, boards, committees, etc.):
<u></u>	Hispanics Organized for Political Equality (HOPE) graduate - Represented HOPE in
_	advocating/lobbying in Washington, D.C., for the DREAM Act. Support of legalization
_	and citizenship for undocumented students who have grown up in the United States.
_	
CIVIC A	AND COMMUNITY ACTIVITIES
_	Board member Children Now, a national organization where children are a public policy
_	priority.
_	Board member ALearn, a grass roots organization committed to helping underrepresented
	students get to and succeed in college.
_	Puente Project Statewide Advisory Council, an academic program with goal of college
_	success, and local Puente Project college mentor.
_	
OTHER	<u> </u>
_	League of Women Voters Education Committee for Santa Clara County
_	Co-founder - Battered Women's Shelter
	Legislative Director - PTA 6th District, Santa Clara County
	Chair - Adelante Conference supporting low-income high school students in
_	seeking higher education.
_	



Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Laura Casas		
DATE: 1/24/17		 *

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

Bridge the achievement gap

Student equity, success, and completion

Transfer increase to four-year institutions

Success in online education

Support science, technology, engineering, and math

Support the arts

Increase delivery and efficiency of support services

Expand adult education

Increase dual enrollment

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

My contribution to the CCCT Board and the vast legislative and leadership experience will be used to improve, manage, and promote the financial health of our institution and the success of our students. Opportunity belongs to those who seek its gift.

CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

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

The governing board of the SAN JOAQUIN DELTA Comm	nunity
College District nominates STENDOC to be	a
candidate for the CCCT Board.	
This nominee is a member of the SAN JOACUIN DELTA Comm	
Inis nominee is a member of the STIN OUTGOIN Comp	nunity
College District governing board, which is a member in good standing of the Community College Lea	igue of
California. The nominee has been contacted and has given permission to be placed into nomination.	
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.	

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL
Name: STEPHAN CASTELLANDS Date: 1717
Address: 8115 Highway 26
City: VAUGE SPINGS Zip: 95252
Phone: 209 786 2630 (office)
E-Mail: SCASTEUANOS@ DEJACOUEGE, EDV
EDUCATION
Certificates/Degrees: BPZHELOR OF ARCHITECTURE
Professional Experience
Present Occupation:
Other:
COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: SAN JOAQUIN DETA
Years of Service on Local Board:
Offices and Committee Memberships Held on Local Board:
State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc
THE TONK MENTER

Na	National Activities (ACCT and other organizations, boards, committees, etc.):				
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IC A	ND COMMUNITY ACTIVITIES				
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Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: STEPHAN CASTELLANDSATE: CA
What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)
- Believe the ken to great governance
Is great bounds - I will continue to
Support the excellence program -
Students throughout the CC System
and hope to determine how to improve
Support.
$U^{-\mathbf{v}}$
What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)
Working with the Ca chancella
and select institutions as well
as with groups such as
Latino, Assian-Picific and Black
Trustees, I hope to collect data
and determine what could be
done to support success for first time
Stirdents -

CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The governing board of the Monterey Peninsula	Community
College District nominates Dr. Loren Steck	_ to be a
candidate for the CCCT Board.	
This nominee is a member of the Monterey Peninsula	_ Community
College District governing board, which is a member in good standing of the Community Coll	ege League of
California. The nominee has been contacted and has given permission to be placed into nomin	ation.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nor	minee.

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL	
Name: Loren Steck	_{Date:} February 13, 2017
Address: 27205 Meadows Road	
City: Carmel	Zip: 93923
Phone: (831) 626-3620	
E-Mail: lorensteck@gmail.com	(office)
EDUCATION	
Certificates/Degrees: PhD, UCLA (1982); MA	A, UCLA (1976);
BA, UC Santa Cruz (1973)	
	
PROFESSIONAL EXPERIENCE	
Present Occupation: Psychologist (mostly ref	tired); winery and vineyard owner
Other:	
COMMUNITY COLLEGE ACTIVITIES	
	ey Peninsula Community College District
Years of Service on Local Board: 14	
Offices and Committee Memberships Held on Loca	al Board: Board Chair, Board Vice Chair,
Chair of Presidential Search Committee,	
Liaison to MPC Foundation, Liaison to Co	ommunity Human Services (local JPA).
State Activities (CCCT and other organizations book Chancellor's Committees, etc. Community Colle	ards, committees, workshop presenter; ege System: Chancellor's Scorecard
Technical Advisory Committee; CCLC Ad	visory Committee on Educational Services
(continued in "Other" below)	

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Nat	ional Activities (ACCT and other organizations, boards, committees, etc.):
-	
C AN	D COMMUNITY ACTIVITIES
Со	mmunity Human Services JPA: Board Vice Chair; Chair, Strategic Planning
Со	mmittee; Chair, Facilities Committee; Chair, Bylaws Committee.
Ca	rmel Valley Association: Director, Secretary.
Ca	rmel Valley Forum: Director, Vice Chair.
	<u> </u>
<u>er</u>	
Un	iversity of California: Office of the President Chancellor's Search Committee
Off	ice of the President Speaker's Bureau; Office of the Treasurer Investment
Fo	rum Presenter; Alumni Associations of the University of California board
me	ember; Annual Legislative Conference Organizing Committee.
UC	Santa Cruz: Member of faculty and Fellow, Porter College; President, UC
Sa	nta Cruz Alumni Association; Trustee and Chair, Investment and Finance
Co	mmittee, UC Santa Cruz Foundation.

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:	DATE: February 13, 2017
What do you see as the major issues and activities that should be connext two years? (50 words or less; any portion of the statement be	sidered by CCCT and the League in the eyond this limit will not be included.)
(1) Careful oversight of the enactment of the remaining of	difficult, controversial parts of
the Student Success Act; (2) active involvement in the in	mplementation of the new
Guided Pathways initiative; (3) improving trustee educate	tion regarding best practices
as well as other changes coming from the Chancellor's	Office and State Legislature.
What do you feel you can contribute in these areas? (50 words of beyond this limit will not be included.)	or less; any portion of the statement
Having worked on higher education issues for 30+ years	s, I see problems with new
legislation impacting the system and am willing to work t	to address those concerns.
Regarding trustee education, I have been trained throug	h other systems and believe we
could improve our program by taking advantage of outsi	de expertise.

CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The governing board of the West Valley-Mission

Community College District

nominates Adrienne Grey

to be a candidate for the CCCT Board.

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

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

Name: Adrienne Grey	DATE: February 13, 2017
Address: 216 N 1 st Street	CITY & ZIP CODE: Campbell 95008
PHONE: 408-219-4896	Емап.: adrienne4wvmccd@comcast.net

EDUCATION

CERTIFICATES/DEGREES: B.S. Management – Golden Gate University/ Certified in Integrated Resources Management (CIRM) – APICS: The Association for Operations Management

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Supply Chain Consultant

OTHER: 30 year bio-tech and high-tech manufacturing career; management positions in finance, IS,

manufacturing operations, and materials/procurement

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: West Valley-Mission Community College District

YEARS OF SERVICE ON LOCAL BOARD: 8 years (elected 2008, 2012, 2016)

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: 2017 Board of Trustees President, 2017 Land Corporation Investment Committee; 2016 BOT President; 2012 Campaign Chair Measure C - \$350M Bond passed June 2012; 2012 BOT President; 2011 BOT Vice President; 2011 & 2013 Legislative Committee Chair; 2011/12 Data Dashboard Committee Member/Chair; 2010 Land Corp President; 2010/2012/2014/2015 Audit and Budget Oversight Committee Member; 2009 District Goal Alignment Committee

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Partnership Resource Team (PRT) Member – Institutional Effectiveness Partnership Initiative (IEPI). Participated in two site visits; third scheduled for March 2017.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

CIVIC AND COMMUNITY ACTIVITIES

- 2013-present Member Rotary Club of Campbell
- 2016-2020 Santa Clara County Democratic Central Committee (Elected)
- 2015-2018 CA Democratic Party Delegate
- 2014 Graduate, Values-Based Leadership (Working Partnerships USA)
- 2013 Graduate Leadership Campbell
- 2011 Campbell Woman of Distinction Awardee City of Campbell & Santa Clara County Office of Women's Policy
- 2005-2010: 3-Term CA State Democratic Party Delegate and 2-Term Executive Board Representative
- 2007-2008 Director of Voter Registration and Community Services Santa Clara County Democratic Party E-Board
- 2007 Madge Overhouse Awardee, Volunteer of the Year Santa Clara County Democratic Party
- 2005-2006 Voter Registration Program Coordinator Santa Clara County Democratic Party

OTHER

2017 Completed Excellence In Trusteeship - certification pending

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:	
Adrienne Grey	
DATE:	
February 13, 2017	

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

- Closely monitor changes in Federal education policy to protect our core mission of student success: college transfer, career/technical ed, and basic skills (close the opportunity gap)
- Foster additional federal, state and local funding sources so our colleges remain fiscally sound and affordable for all

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

I am a pragmatic optimist, who works collaboratively with others to understand issues and develop solutions. My deep gratitude for the opportunities afforded me by community colleges makes me an effective advocate and cheerleader for our CC system to legislators, business, and community leaders.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The governing board of the Lassen	Community
College District nominates Shaun B. Giese	to be a
candidate for the CCCT Board.	
This nominee is a member of theLassen	Community
College District governing board, which is a member in good standing of the Commun	nity College League of
California. The nominee has been contacted and has given permission to be placed in	to nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form fo	r our nominee.

Signature of Clerk or Secretary of Governing Board

Marlon R. Hall, Ed.D.

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSON	NAL					
N	Name: Shaun B. Giese	Date: 2-7-2017				
A	Address: P.O. Box 654					
C	City: Herlong, CA	Zip: 96113				
Pl	hone:530-386-3891					
E-7	(home) -Mail: rocky shaun@hotmail.com	(office)				
Timeria e						
EDUCA		nivoraity				
	Certificates/Degrees: B.S. Religion Liberty U	niversity				
_	A.A. Liberal Arts TMCC	 				
	SSIONAL EXPERIENCE					
Pı	resent Occupation: Facility Manager, K-8 Sc	hool				
	·					
. O	Other: _ Former High School VoTech Teacher					
_						
Сомм	UNITY COLLEGE ACTIVITIES					
C	college District Where Board Member: Lassen Comm	unity College District				
Y	ears of Service on Local Board:4					
O :	offices and Committee Memberships Held on Local Boa	rd: Board Vice President,				
<u>P</u>	olicy Committee, Finance Committee					
	tate Activities (CCCT and other organizations boards, a	committees, workshop presenter; Relationship Presenter at the				
	ffective Trustees Workshop					
		~~~				

National Activities (ACCT and other organizations, boards, committees, etc.):
CIVIC AND COMMUNITY ACTIVITIES
Former member of our local Resource Conservation District Board that doubled
as S <u>usan River Water Master. In less than two years, we took a dysfunctional</u>
organization and made it legal and efficient. We settled a law suit and re-
vamped our programs.
<u> </u>
<b>^</b>
OTHER COLORS OF THE COLORS OF
am a father of five children who has seen the benefits of education first
and. I worked on my degree while being full time employed and raising a famil
worked my way through Community College and then through University. Doors
ppened because of my education. This is why I feel strongly about being a Trust
<del></del>

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

CANDIDATE'S NAME: SHAUN BRYAN GIESE	
DATE: 2/7/17	

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

The main mission of the league is to "promote and advance public education". I see two potential obstacles. Education becoming politicized and attacks on free speech, which is the antithesis to diversity and inclusion.

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

I have a strong belief in operating from our primary source, which is our mission and supporting policies. I have a strong resolve not to deviate from this. I find it easy to do advocate for what is right-free speech/inclusion.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to: CCCT Boa

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

The governing board of the	Los Angeles	Community				
College District nominates	Andra Hoffman	to be a				
candidate for the CCCT Board.						
This nominee is a member of the	Los Angeles	Community				
College District governing board, which is	a member in good standing of the Cor	nmunity College League of				
California. The nominee has been contacted	ed and has given permission to be plac	ed into nomination.				
Enclosed are the Statement of Candidacy a	and the CCCT Biographical Sketch For	m for our nominee.				



Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### **PERSONAL**

Name: Andra Hoffman	DATE: February 3, 2017	
ADDRESS: 4557 Haskell Avenue, #305	CITY & ZIP CODE: Encino, CA 91436	
PHONE: 818/726-0859	EMAIL: ahoffman@email.laccd.edu	

EDUCATION			
CERTIFICATES/DEGREES:	Bachelor's Degree, Liberal Studies-Antioch University; Master's Degree Public Administration - California State University, Northridge		

#### PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Director, Career/Job Placement Center-Glendale Community College; Adjunct Faculty Member, Political Science-Glendale Community College

OTHER: Former Director, Community Outreach, San Fernando Valley Girl Scout Council

#### COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Los Angeles Community College District

YEARS OF SERVICE ON LOCAL BOARD: Since July 1, 2015

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Incumbent, CCCT Board Member

Chair, Legislative & Public Affairs Committee;

Vice Chair & Chair, Student Success & Institutional Effectiveness Committee;

Member, Budget & Finance Committee; and

Board Representative (Appointed), Student Affairs Committee

### NATIONAL ACTIVITIES (ACCT and other organizations, boards, committees, etc.) Association of Community College Trustees (ACCT) LACCD is a lead district in the American's College Promise campaign and is now focused on developing a local "Promise" program as part of the California Promise Efforts. CIVIC AND COMMUNITY ACTIVITIES Past Member of the Board, YWCA, Glendale, CA: Past Member of the Board, American Youth Soccer Organization; Member, California Internship and Work Experience Association (CIWEA); Member, National Association of Colleges and Employers; President, National Women's Political Caucus, San Fernando Valley Former Member, School Site Council, Sherman Oaks Elementary School OTHER



Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Andra Hoffman			 _	
DATE: February 3, 2017	"			_

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

The next two years will be critical for evaluating the student learning outcomes and success of SSSP, Student Equity, Adult Basic Skills, CTE Pathways, Strong Workforce, Adult Education and the Bachelor's degree programs. A focus on our undocumented and at-risk students under this new administration will also be key.

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

I have nearly 20 years of community college experience and am very knowledgeable with the history of our system, our funding model, as well as goals of SSSP and Student Equity, ensuring that our students complete their goals. I have also built a strong network of educators-advocates in California.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The governing board of the Los Rios	Community College District		
nominates Pam Haynes #	to be a candidate for the CCCT Board		
	Interest and Market and Market and Market		
This nominee is a member of the Los Rios	Community College District		
governing board, which is a member in good standing of the Commu	nity College League of California. The		
nominee has been contacted and has given permission to be placed in	nto nomination. Enclosed are the		
Statement of Candidacy and the CCCT Biographical Sketch Form for	or our nominee.		

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### **PERSONAL**

NAME: Pam Haynes	DATE: January 12, 2017	
Address: 1169 Brownwyk Drive	CITY & ZIP CODE: Sacramento, 95822	
PHONE: (916) 752-5860	EMAIL: pamhaynes@sbcglobal.net	

EDUCATION				
CERTIFICATES/DEGREES: AA, Santa Monica City College; BA, UCLA; MPA, Harvard Univers				

#### PROFESSIONAL EXPERIENCE

Present Occupation: Retired	
OTHER: Deputy Director, Speaker's Floor Analysis and Research, California State Assembly	′

#### COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Los Rios Community College District		
YEARS OF SERVICE ON LOCAL BOARD: 18		
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board President, Board Vice President, Foundation Board		

#### STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Member, California Community College Trustees, Community College League of California

Member, California Community Colleges Board of Governors

Member, The Accreditation Implementation Task Force (CCCCO, 2016)

Member, Workforce and Economic Development, California Workforce Pathways Joint Advisory Committee (CA Board of Education)

NATIONAL ACTIVITIES
(ACCT and other organizations, boards, committees, etc.)
Association of Community College Trustees
CIVIC AND COMMUNITY ACTIVITIES
Leadership California, American Leadership-Sacramento Valley, Senior Fellow, Sacramento Chapter
African American Civic Engagement Project, NAACP.
OTHER

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:			
Pam Haynes			
DATE:		<del>-</del>	
January 12, 2017			

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

Reducing educational disparities among historically under-represented students, Hiring of a diverse faculty,

Better alignment between adult education, K-12, community colleges, CSU and the UC systems,

Aligning educational practices with industry and workforce needs that lead to high skill, high wage jobs, and

Ensuring that our most vulnerable students are protected.

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

18 years experience serving on the Los Rios Board,

20 years experience in legislative policy and advocacy working in the State Assembly, the California Labor Federation, and the Employment Training Panel,

Serving as an advocate for students, faculty and trustees as a Governor Brown appointee to the Board of Governors.

# CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

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

The govern	ning board of the Ohlone	/ Community College District
	Richard Watters	to be a small data for the CCCT Dearst
This nomin	nee is a member of the Ohlone	Community College District
		of the Community College League of California. The
nominee h	as been contacted and has given permission	to be placed into nomination. Enclosed are the
Statement	of Candidacy and the CCCT Biographical S	ketch Form for our nominee.

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### **PERSONAL**

Name: Richard Watters	DATE: February 2, 2017
ADDRESS: 6184-A Civic Terrace Avenue	CITY & ZIP CODE: Newark, CA
PHONE: 510-648-4616	EMAIL: watters4ohlone@yahoo.com

EDUCATION
CERTIFICATES/DEGREES: BS Hospitality & Tourism; MA Higher Education Administration

#### PROFESSIONAL EXPERIENCE

Present Occupation: University Administrator	
OTHER:	

#### **COMMUNITY COLLEGE ACTIVITIES**

COLLEGE DISTRICT WHERE BOARD MEMBER: Ohlone Community College District
YEARS OF SERVICE ON LOCAL BOARD: 10
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:
President Vice President Audit Committee Foundation Board member

#### NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Member and former board member, National Orientation Directors Association; Member, National Association of Student Personnel Administrators; Member, American College Personnel Association; Member, National Association of Campus Activities; Member, Association of College Unions-International; Member, Association of College and University Housing Officers – International

#### **CIVIC AND COMMUNITY ACTIVITIES**

School Site Council, Birch Grove Elementary School Superintendent's Advisory Council, Newark Unified School District Optimists Club Newark Educational Foundation Stage 1 Community Theatre

	OTHER			
1				

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Richard Watters

DATE:

February 2, 2017
What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)
Major issues include sustainable funding for mandates and special initiatives and not relying on one-time funds; lobbying for Cal Grant going only to public higher education institutions; and equity funding for districts with declining enrollments.

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

With over 20 years experience working in higher education and experience as a trustee, I can offer my strategic planning and project management skills to assist with the implementation of goals and action plans, and to lobby the legislature for CCCT and League initiatives.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The govern	ing board of the Coast			Community College Distric	t
nominates	Jim Moreno		to be a c	candidate for the CCCT Boar	d.
	-				
This nomin	ee is a member of the	Coast	<b>4</b>	Community College Distric	ct
governing b	ooard, which is a membe	er in good standing of the Com	munity Coll	lege League of California. T	he
nominee ha	s been contacted and ha	as given permission to be placed	d into nomin	nation. Enclosed are the	
Statement o	of Candidacy and the CO	CCT Biographical Sketch Form	for our non	minee.	

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### **PERSONAL**

NAME: Trustee Jim Moreno	DATE: January 19, 2017
ADDRESS: 15262 Stanford Lane	CITY & ZIP CODE: Huntington Beach, CA 92647
PHONE: 714 438 4848	EMAIL: jmoreno@cccd.edu

EDUCATION	
CERTIFICATES/DEGREES: Graduate Degree in Public Administration, Cal State Northride	ge. Bachelor of Arts, Cal State Long Beach. AssociatesDegree East L.A. College.

#### PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Coast Community College District Trustee
OTHER: Served as Chief Deputy to a Member of the L.A. County Board of Supervisors

#### **COMMUNITY COLLEGE ACTIVITIES**

COLLEGE DISTRICT WHERE BOARD MEMBER: Coast Community College District

YEARS OF SERVICE ON LOCAL BOARD: Elected to the Board November 2006. Re-elected November 2010 and November 2014.

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Board President 2009 and 2012; Board Clerk 2010; Board Vice President 2011. Currently a member of the Board of Trustees' Audit and Budget Committee (and prior Chair 2009-2013). Prior member of the Board of Trustees' Legislative Affairs Committee (2016) and Career Technical Education Committee (2009-2013).

#### STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCCT Board Member 2011 - Present, and currently CCCT 2nd Vice President. Past Member Advisory Committee on Education Services 2008-2012. Current CCLC Executive Board Member.

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#### NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT National Conference Member, Workshop Presenter, National Leadership Summit Fall 2009.

#### CIVIC AND COMMUNITY ACTIVITIES

Former member Coastline Community College Paralegal Advisory Board, Past Chairman Citizen Participation Advisory Board for City of Huntington Beach, Past Board Member Orange County Legislative Task Force, Volunteer Live Oak Adult Literacy Program, Member of the CHP Community Advisory Board.

#### **OTHER**

Author "Establishing Budget Transparency at the Coast Community College District" within ACCT Trustee Quarterly, Winter 2009; Author, Op-Ed "State Budget Raises Student Fees at Coast Community Colleges" July 2009; Author, Op-Ed "Colleges Need Support from Residents, State" Daily Pilot Newspaper, October 13, 2009; Co-Author of 2013 "Case Study of Differential Costs of CTE Programs at California Community Colleges". Graduate of CCLC Effective Trustee Program.

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:		
Jim Moreno		
DATE:	 	
January 19, 2017		

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

California Community College System must prepare students with skills to succeed and survive. Our leadership to increase student success and make college affordable is priority #1. I dedicate myself to reducing the costs of books, making rental books more available, and implementing an OER policy consistent with our educational goals.

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

My CCCT experience has shaped me to understand our students' needs, demands, and what to expect for a good higher education. My involvement has shown me methods of providing funding for important student program budgets. We all have a responsibility to work for the future success of our students.



Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The governing board of the	<u>Napa</u>	Community College District
nominates Willia	m "Kyle" Iverson	to be a candidate for the CCCT Board.
This nominee is a member of the	Napa	Community College District
governing board, which is a memb	per in good standing of the Com	munity College League of California. The
nominee has been contacted and h	as given permission to be place	d into nomination. Enclosed are the
Statement of Candidacy and the C	CCT Biographical Sketch Forn	n for our nominee.



Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### **PERSONAL**

NAME: William "Kyle" lverson	DATE: February 13, 2017		
ADDRESS: 1140 La Londe Lane	CITY & ZIP CODE: Napa 94558		
PHONE: 916-997-5707	EMAIL: kiverson@napavalley.edu		

EDUCATION
CERTIFICATES/DEGREES: Bachelor of Science Government and History

#### PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Wine Industry Sales Jlohr	
OTHER: Board of Directors for Mentis and Napa Spinal Cord Injury Network	-

#### **COMMUNITY COLLEGE ACTIVITIES**

COLLEGE DISTRICT	WHERE BOARD N	иемвек: Nan	a Vallev	College

YEARS OF SERVICE ON LOCAL BOARD: 2 years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Audit Committee, Legislative Committee, Vineyard Wine and Technology Foundation

Land Use Committee

Ad Hoc Committee for Policy review

# NATIONAL ACTIVITIES (ACCT and other organizations, boards, committees, etc.) Sunrise Rotary Napa California District 5130

#### CIVIC AND COMMUNITY ACTIVITIES

An active Rotarian in the Sunrise Rotary Club. Currently, Board Chair for the Napa Spinal Cord Injury Network. Recently appointed to the Board of Directors for Mentis, a local non profit mental health service provider.

Captain of a local Mens Soccer Team.

#### **OTHER**

As a community college trustee, Kyle Iverson has worked diligently on developing better relationships between the District and local community. He is an advocate for both disabled and veterans and is committed to overcoming the many obstacles facing these groups. He has been tireless in his efforts of developing a stronger Vineyard and Wine Technology program.

Currently, Kyle is working on securing Affordable Student Housing for the District and exploring the possibility of a Family Justice Center. Kyle works with local, state and federal leaders to find solution benefit not just the District, but the whole community. He is a forward thinking leader with the vision of success at developing a stronger Community College system that will ensure our students success in the demanding future.

STATE CAPITOL SACRAMENTO, CA 95814 (916) 651-4003

### California State Senate

# SENATOR BILL DODD THIRD SENATE DISTRICT



February 15th, 2017

To whom it may concern:

It's our pleasure to recommend and support Kyle Iverson for a seat on the California Community College Trustees board (CCCT). Kyle Iverson is currently serving on the Board of Trustees for Napa Valley College (NVC).

We have enjoyed our time working with Kyle, and have come to find him as a truly dedicated and valuable asset to NVC. He is honest, dependable, has impressive communication skills, and is incredibly hard-working.

His knowledge of mental health services and experience serving on the Mentis Board, a local Mental Health provider in Napa, is an advantage for Napa Valley College and would also be a great advantage for the CCCT.

Kyle has helped support and nurture the partnerships between local K-12 districts and NVC. He is a true team player and always manages to foster important positive discussions and to bring out the best in the students, staff, faculty and members of the community.

Without a doubt, we confidently recommend Kyle to join the CCCT board. As a dedicated and knowledgeable trustee and an all-around great community leader; we know he will be a beneficial addition to your organization.

Please feel free to contact either of our offices if you like to discuss Kyle's qualifications or experience further at (916) 651 - 4003 for Senator Bill Dodd or (916) 319-2004 for Assemblymember Aguiar-Curry.

Sincerely,

Senator Bill Dodd

California State Senate, 3rd District

Assemblymember Cecilia Aguiar-Curry

Cecura In Aguartur

California State Assembly, 4th District

# CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:	
William "Kyle" Iverson	
DATE:	
February 13, 2017	

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.) Increased tuition at CSU and UC results in more students in Community Colleges. This demand requires the League to continually development, evaluate, and adapt its' strategic plan to ensure success of the Community Colleges future.

More Career Tech and Vocational programs.

Young leaders are needed at the CCCT and League.

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

As a student from the Community College system and now sitting on boards related to Mental Health, Disabled persons and Veterans, I've developed a strong passion and unique perspective. Collaboration is essential to the growth of Community Colleges and I am committed to ensuring their strong future.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.2 DATE: 3/27/17

**TO:** Board of Trustees

**FROM**: Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: ATEP County of Orange Land Exchange Site, Enter into a

Grant of Easements Agreement with Irvine Ranch Water District

**ACTION**: Public Hearing

#### **BACKGROUND**

On February 27, 2017, the Board of Trustees approved Resolution No.17-04 declaring its intention to enter into a Grant of Easements agreement with Irvine Ranch Water District (IRWD) at the ATEP County of Orange Land Exchange site and to conduct a public hearing on March 27, 2017.

Until such time as the land exchange with the County can be completed, the District is the owner of the land affected by the easements and the easements must be granted by the District.

#### STATUS

The Board of Trustees will conduct a public hearing in order to determine if the terms of the agreement with IRWD for Grant of Easements at ATEP County of Orange Land Exchange site for the County of Orange Animal Care Facility are in the best interest of the District. The Notice of Public Hearing has been posted to the District's website, is publically displayed as Saddleback College, Irvine Valley College and ATEP.

The District has received the Grant of Easements agreement and this public hearing will provide the public with an opportunity to comment on this proposed agreement.

The County of Orange has requested that the District grant two easements to IRWD over portions of the ATEP site for utility purposes for the county's animal care facility.

#### RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees conduct a public hearing on the proposed Grant of Easements agreement with Irvine Ranch Water District at ATEP County of Orange Land Exchange Site.

Item Submitted by: Kim McCord, Acting Vice Chancellor, Business Services

ITEM: 6.3 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt

Resolution No. 17-09 and Enter into Grant of Easements Agreement with Irvine Ranch Water District at ATEP County of Orange Land

**Exchange Site** 

**ACTION:** Approval

#### **BACKGROUND**

California Education Code 81310 et seq. requires the Board to adopt a resolution declaring its intention to convey any real property belonging to the District and to conduct a public hearing prior to entering into the dedication or conveyance of any property to a governmental entity or utility company.

On May 16, 2016 the Board approved, amended and restated agreement for the Exchange of Real Property with the County of Orange concerning property located within the Advanced Technology and Education Park (ATEP). Pursuant to the agreement, the District has ground leased to the county an approximately 10 acre parcel of land on which the county is currently constructing its Animal Care Facility.

On February 27, 2017 the Board adopted Resolution No. 17-04, declaration of intention to enter into an agreement with Irvine Ranch Water District for grant of easements at ATEP County of Orange Land Exchange Site and to conduct a public hearing.

#### STATUS

Staff and legal counsel worked with the County of Orange and the Irvine Ranch Water District (IRWD) to develop the easement documents. The previously certified Final Environmental Impact Statement/Environmental Impact Report (FEIS/EIT) and County Exchange Agreement addendum serve as the required environmental documentation for the Project and its implementation, and satisfy all of the requirements and obligations of California Environmental Quality Act (CEQA). The IRWD's requested easements are described in EXHIBITS B & C.

Adoption of Resolution No. 17-09 (EXHIBIT A) will result in the granting of two easements to IRWD. The grants of easements (EXHIBITS B and C) will be filed with the Orange County Recorder's Office.

No costs are associated with this Grant of Easements agreement.

#### RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-09 (EXHIBIT A) to authorize entering into a Grant of Easements agreement (EXHIBITS B and C) with Irvine Ranch Water District at ATEP County of Orange Land Exchange Site.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

#### Resolution No. 17-09

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
APPROVING THE ENVIRONMENTAL ANALYSIS THAT CONFIRMS THE GRANTING OF
TWO EASEMENTS TO IRVINE RANCH WATER DISTRICT IS NOT NEW INFORMATION
REQUIRING REVISIONS TO THE FINAL JOINT PROGRAM FINAL ENVIRONMENTAL
IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT
FOR THE DISPOSAL AND REUSE OF THE MCAS TUSTIN
AND THE MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN,
AND RELATED COUNTY EXCHANGE AGREEMENT ADDENDUM, AND DOES NOT
RESULT IN NEW SIGNIFICANT OR AN INCREASE IN THE SEVERITY OF PREVIOUSLY
IDENTIFIED SIGNIFICANT IMPACTS IN THIS EIR/EIS AND ADDENDUM, AND APPROVING
GRANTING OF TWO EASEMENTS TO IRVINE RANCH WATER DISTRICT

March 27, 2017

WHEREAS, the City of Tustin ("City") and United States Department of Navy ("Navy") completed a joint planning document for reuse of the former Marine Corps Air Station ("MCAS Tustin") called the "MCAS Tustin Specific Plan/Reuse Plan" dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

WHEREAS, the City and Navy completed a Final Joint Program Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Reuse Plan dated October 1996, as amended by the Errata dated September 1998 ("Initial FEIS/EIR") pursuant to the National Environmental Policy Act ("NEPA") and California Environmental Quality Act ("CEQA"). According to the Initial FEIS/EIR, section 1.5.2, the Initial FEIS/EIR serves as a program environmental impact report and is intended to be used as the CEQA compliance document for all public and private actions taken to, or in furtherance of, the MCAS Tustin Reuse Plan; and,

**WHEREAS**, the Initial FEIS/EIR was certified as adequate and complete under CEQA and the Mitigation Monitoring and Reporting Program ("**MMRP**") that was adopted by the Tustin City Council on January 16, 2001, and a Record of Decision ("**ROD**") was issued by the Navy on March 2, 2001, approving the Initial FEIS/DEIR and the MCAS Tustin Reuse Plan; and,

WHEREAS, in May 2002, the Navy agreed to convey 1,153 acres of MCAS Tustin to the City by federal deeds as an economic development conveyance ("EDC") under the terms of the Agreement Between The United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin as amended (as so amended, the "Federal Conveyance Agreement"); and,

**WHEREAS**, pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

**WHEREAS,** a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance Between the United States of America and The City of Tustin, California For Portions of the Former Marine Corps Air Station Tustin ("**LIFOC**") dated May 10, 2002; and,

**WHEREAS,** the South Orange County Community College District ("**District**" or "**SOCCCD**") is entitled under section 4.1.3 of the Federal Conveyance Agreement to 68.37 acres of real property known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for Rancho Santiago Community College District, "**RSCCD**") and the northern portion of Parcel 19 ("**Property**") at the former MCAS Tustin in the City; and,

WHEREAS, the City and District entered into that certain "Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus," dated April 22, 2004 (the "Conveyance Agreement"). On April 5, 2004, the City Council adopted Resolution No. 04-32 for the Conveyance Agreement finding that Conveyance Agreement and establishment of the Advanced Technology Education Park ("ATEP") are within the scope of the previously approved Initial FEIS/EIR as well as the Specific Plan/Reuse Plan and that the environmental effects were examined in the Initial FEIS/EIR; and,

WHEREAS, the City and District entered into the "Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus," dated April 22, 2004 (the "City Conveyance Agreement"). On April 5, 2004, the City Council adopted Resolution No. 04-32 for the Conveyance Agreement finding that Conveyance Agreement and establishment of the Advanced Technology Education Park is within the scope of the previously approved Initial FEIS/EIR as well as the Specific Plan/Reuse Plan and that the environmental effects were examined in the Initial FEIS/EIR; and,

WHEREAS, the City, acting in its capacity as the Local Redevelopment Authority ("LRA") for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to 37.66 acres of the Property and personal property to the District by the "Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471" dated April 22, 2004, ("City Quitclaim Deed") and the "Bill of Sale For Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin" ("Bill of Sale") dated April 22, 2004; and,

**WHEREAS**, pursuant to the "Sublease Between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" dated April 29, 2004 ("**Sublease**"), the City has leased the remaining 30.71 acres of the Property to the District and will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,

**WHEREAS,** on October 18, 2011, the City approved by Ordinance No. 1406 Specific Plan Amendment No. 11-003 to the Specific Plan/Reuse Plan to implement that certain Agreement for the Exchange of Real Property between the County of Orange and District dated February 7, 2012 as amended (as amended the "**County Exchange Agreement**"); and,

WHEREAS, on December 5, 2011, the District certified an Addendum dated December 2011 to the FEIS/EIR by Resolution No. 11-38 ("County Exchange Agreement Addendum") for the

County of Orange and the District to execute the County Exchange Agreement to enable the County to develop an animal care center and to provide the District with a more rational and usable configuration of property for its proposed development of the ATEP Site; and,

**WHEREAS**, on December 5, 2011, the District approved by Resolution No. 11-39 the County Exchange Agreement; and,

**WHEREAS**, the District and County subsequently executed an Amended and Restated Land Exchange Agreement for the Exchange of Real Property SOCCCD and the County of Orange ("**Restated County Exchange Agreement**") and a ground lease agreement that makes minor modifications to the County Exchange Agreement previously approved by the Board on December 5, 2011 by Resolution No. 11-39; and,

**WHEREAS**, based on the analysis in the Environmental Initial Study and Checklist, SOCCCD determined that the potential impacts of the Restated County Exchange Agreement were previously analyzed in or are substantially similar to the impacts analyzed in the FEIS/EIR and County Exchange Agreement Addendum; and,

**WHEREAS**, Irvine Ranch Water District ("**IRWD**") requested that the District grant two easements to IRWD upon certain portions of the District's Advanced Technology and Education Park Site ("**Easements**"). The Grants of Easements, together with legal descriptions and maps depicting the locations of the Easements are attached hereto as Exhibits "A" and "B" and incorporated herein (the "Grants of Easements"); and,

**WHEREAS**, pursuant to Education Code section 81310 et seq., the governing board of a community college district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree; and,

**WHEREAS**, the District desires to provide the Easements to IRWD for underground facilities and appurtenances for the water and sewer pipelines and access purposes to the terms and conditions set forth in the Grants of Easements; and,

**WHEREAS**, the District conducted an environmental review of above action pursuant to CEQA Guidelines, section 15002, subdivision (k) – known as the "Three Step Process" under CEQA and determined that this action is a "Project" pursuant to CEQA; and

**WHEREAS,** the Project will be approved, carried out, and implemented by the District and its agents, IRWD and its agents, and the County and its agents. The District is the Lead Agency under CEQA in connection with the District's approval of the Project; and,

**WHEREAS,** the Project is consistent with the General Plan, Specific Plan/Reuse Plan as revised, Development Agreement and Restated Conveyance Agreement, the Planning Framework that was approved by the Board on June 22, 2015, and the Restated County Exchange Agreement; and,

WHEREAS, based on its analysis, the District determined that the Project was previously analyzed in the FEIS/EIR and County Exchange Agreement Addendum, and that none of the conditions identified in Public Resources Code section 21166 or section 15162 of the CEQA Guideless apply. The Project will not have any effects that are not already examined in the previously

certified FEIS/EIR and County Exchange Agreement Addendum, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project; and,

WHEREAS, the FEIS/EIR addressed a reasonable range of alternatives for the Tustin Legacy Project. The City is implementing Alternative 1 of the FEIS/EIR, and there is no information indicating that the City should have implemented a different Alternative or that a different Alternative is feasible. Consistent with section 15183 of the CEQA Guidelines, which addresses projects that are consistent with a community plan or zoning, there is no need to address new alternatives in this Environmental Initial Study and Checklist. Additionally, there are no circumstances cited in Section 15162 of the State CEQA Guidelines that require preparation of a subsequent EIR relative to alternatives; and,

**WHEREAS**, all feasible mitigation measures identified in the FEIS/EIR that are applicable to the Project are incorporated into subsequent actions that the District commits to fully implement; and,

**WHEREAS**, pursuant to CEQA Guidelines Section 15168, subdivision (c), there are no new effects that could occur, and no new mitigation measures are required for the Project; and,

WHEREAS, the previously certified FEIS/EIR and County Exchange Agreement Addendum are adequate to serve as the required environmental documentation for the Project and its implementation, and satisfy all of the requirements and obligations of CEQA; and,

**WHEREAS**, pursuant to Education Code section 81311, on February 27, 2017, the Members of the District's Board of Trustees in attendance at the regularly scheduled open meeting unanimously adopted Resolution No. 17-04 in which the Board declared its intention to enter into the Grants of Easements to IRWD; and,

**WHEREAS,** the District provided adequate notice in Resolution No. 17-04 in accordance with Education Code section 81311 that the Board of Trustees intended to conduct a public hearing on March 27, 2017, at 6:30 p.m. at 28000 Marguerite Parkway, Mission Viejo, California in Board Room HS 145 to determine if the terms of the Grants of Easement to IRWD are acceptable to the District.

**WHEREAS**, pursuant to Education Code section 81312, the District posted copies of the Resolution signed by the Board of Trustees in three public places in the District not less than ten (10) days before the Public Hearing, and published notice once, not less than five days before the Public Hearing, in a local newspaper; and

WHEREAS, the above public notice also stated the District Board of Trustees' intention to rely on the previously certified FEIS/EIR and County Exchange Agreement Addendum for CEQA compliance for purposes of its adoption and implementation of the Project. The public notice informed the public that the District's proposed activities are within the scope of the previously certified FEIS/EIR and County Exchange Agreement Addendum, and that these documents adequately describes the District's activities for the purposes of CEQA. The public notice also notified the public that all interested persons are invited to attend the public hearing and express opinions about the Project and CEQA compliance related thereto; and,

**WHEREAS**, pursuant to Education Code section 81313, on March 27, 2017, at a regular meeting of the District's Board, the District held a Public Hearing upon the question of entering into the Grants of Easements to IRWD; and,

**WHEREAS**, no petition pursuant to Education Code section 81314 has been filed with the District's Board; and,

**WHEREAS**, the record of proceedings upon which the Board of Trustees bases the findings in this Resolution is available from custodian of the record of proceedings: Dr. Debra Fitzsimons, Vice Chancellor, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

**NOW, THEREFORE**, the Board of Trustees of the South Orange County Community College District DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

- 1. That the above recitals are all true and correct, and are hereby adopted in their entirety as set forth above.
- 2. That on March 27, 2017, the Board of Trustees held a duly noticed public meeting at which time the public was given the opportunity to comment on the CEQA determination and Project.
- 3. Before considering certification of the CEQA determination and project approval, the District Board of Trustees has fully considered comments made by any party submitting verbal or written comments on any documents before the Board of Trustees.
- 4. The Board of Trustees has independently reviewed and considered the environmental analysis in conjunction with the Navy's ROD, the FEIS/EIR, the MMRP, County Exchange Agreement Addendum, and all of the other documents that compose the entire record before the Board of Trustees, and all comments made during the public meeting, before the Board of Trustees made a decision on the District's adoption and implementation of the Project.
- 5. The Board of Trustees, based upon its independent review and consideration of the facts and requirements of CEQA, has determined with certainty, on the basis of substantial evidence in the light of the whole record, that:
  - A. The Project and its implementation were examined in light of the FEIS/EIR and County Exchange Agreement Addendum and it is determined that the Project and its implementation have already been adequately analyzed in the FEIS/EIR and County Exchange Agreement Addendum;
  - B. There are no substantial changes proposed by the Project and the circumstances under which the Project will be implemented and undertaken that have the potential to cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and that there is no new information of substantial importance that affects the analysis in the FEIS/EIR, its mitigation measures, and the County Exchange Agreement Addendum;

- C. The adoption and implementation of the Project will not have any effects that are not already examined in the FEIS/EIR and County Exchange Agreement Addendum, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project;
- D. That there is no possibility that the adoption and implementation of the Project may have a significant effect on the environment;
- E. All feasible mitigation measures identified in the FEIS/EIR that are applicable to the Project and its implementation are incorporated into subsequent actions that the District commits to fully implement;
- F. There is no information indicating that the City should implement a different Alternative or that a different Alternative is feasible for the Specific Plan/Reuse Plan;
- G. The Project and its implementation does not propose substantial changes which will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- H. There are no substantial changes in circumstances under which the Project will be implemented and undertaken that will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- I. No new information of substantial importance as described in subsection (a)(3) of Section 15164 of the CEQA Guidelines has been revealed that will require major revisions to the FEIS/EIR or its conclusions as the result of the Project and its implementation;
- J. None of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete; and,
- K. Pursuant to CEQA Guidelines section 15168, subdivision (c), there are no new effects that could occur as the result of the adoption and implementation of the Project, and no new mitigation measures are required for the adoption and implementation of the Project.

- 6. Therefore, the Board of Trustees finds and determines that the previously certified FEIS/EIR and County Exchange Agreement Addendum are adequate to serve as the required environmental documentation for the adoption and implementation of the Project, and satisfy all of the requirements of CEQA.
- 7. That the Board of Trustees does hereby ratify and adopt the mitigation measures identified in the FEIS/EIR that are applicable to the Project.
- 8. The Notice of Determination for the Project will be filed with the Orange County Clerk and the State Clearinghouse immediately following the Board of Trustees' certification of the CEQA Determination and approval of the Project.
- 9. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education code and all other applicable laws.
- 10. Prior to the approval of the Project, the District's Board of Trustees certified the CEQA Determination.
- 11. The District's Board authorizes and directs the President of the Board to execute the Grants of Easements and take whatever other actions is necessary to complete the granting of the Easements to IRWD.
- 12. The District's Board further hereby authorizes the Interim Chancellor and appropriate District officials to take all such actions as are necessary to properly effectuate, consummate, and implement Project including making minor revisions necessary to carry out the Board's approval.

**PASSED AND ADOPTED,** by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on March 27, 2017.

Timothy Jemal, President	James R. Wright, Vice President
Dabid B. Lang, Clerk	T.J. Prendergast III, Member
Marcia Milchiker, Member	Barbara J. Jay, Member
Terri Whitt, Member	
	Debra L. Fitzsimons, Interim Chancellos And Secretary to the Governing Board

EXHIBIT B EXHIBIT B Page 1 of 6

Recording Requested by and Return to:		
Ray Thatcher, District R/W Agent		
Irvine Ranch Water District		
15600 Sand Canyon Avenue		
P. O. Box 57000		
Irvine, California 92619-7000		
IRWD Doc. E		
ASSESSOR'S PARCEL NO(S).:		
430-283-09 21		

FREE RECORDING REQUESTED:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Essential to Acquisition By Irvine Ranch Water District Government Code §6103

Exempt from Documentary Transfer Tax per Revenue and Taxation Code §11922

# GRANT OF EASEMENT TO IRVINE RANCH WATER DISTRICT BY SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

("Owner" herein), hereby grants and conveys to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("Grantee" herein), a perpetual, non-exclusive easement and right-of-way for water and sewer pipelines and access purposes. This easement shall include, but not by way of limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, in, over, under, upon, along, through and across the real property located in the City of Tustin, County of Orange, State of California, as described in Exhibit "A" and depicted in Exhibit "B", which exhibits are attached hereto and made a part hereof (the "Easement Area"), as necessary in connection with the use, operation and maintenance of the facilities lying within the Easement Area. This easement shall also include the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use parallel or any other facilities or appurtenances of the same general type and purpose as the originally installed facilities (collectively, the originally installed facilities and any such parallel or other facilities, and any replacements, renewals, repairs and improvements of any of the foregoing are collectively referred to as the "Facilities").

Subject to: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record or apparent.

#### A. Rights of Owner to Use Easement Area:

1. <u>Rights of Use.</u> Subject to the provisions of Paragraph A-2 below, it is understood and agreed that the easements and rights-of-way acquired herein are also acquired subject to the rights of the Owner to use the Easement Area for any purpose whatsoever to the extent that such use does not interfere with the Grantee's use of its easement. The Owner retains the rights which are not inconsistent with the easement. Such use by the Owner shall include, but not be limited to, the compatible use for streets, roadways, pipelines, fences or block walls, cuts, fills or other structures or other compatible improvements under, upon, over, and across the Easement Area.

Project	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

2. Concurrence of Grantee. Such use by the Owner of the Easement Area for landscaping purposes which do not involve the erection of structures or other improvements upon the Easement Area and which are consistent with the Grantee's use of the easement may be made without notification to or concurrence of Grantee except that no trees shall be planted in said Easement Area without the prior written consent of Grantee. Further, such use by the Owner of the Easement Area for roadway improvements, which do not result in cuts closer than three (3) feet above the top of Grantee's Facilities or fills greater than two (2) feet above the existing ground may be made without notification to or concurrence of Grantee. It is agreed, however, that no such use for any other purposes shall be made until plans for such proposed use by Owner have been reviewed with or submitted to Grantee, and Grantee has concurred that such proposed use will be consistent with Grantee's use of the Facilities. Grantee agrees that it shall not unreasonably withhold its concurrence.

#### B. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Owner and Grantee.

#### C. <u>Acceptance and Recordation</u>:

Grantee agrees, by acceptance and recordation of this Grant of Easement from Owner, that the terms and conditions herein set forth shall be binding upon and inure to the benefit of Grantee.

	REOF this Grant of Easement has been executed this day or, 20
	"Owner"
COLLEGE DISTRICT	SOUTH ORANGE COUNTY COMMUNITY
	Ву
	Name <u>Dr. Debra L. Fitzsimons</u>
	Title: Interim Chancellor

Project	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

#### **ACKNOWLEDGEMENT**

A notary public or other officer 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	)
COUNTY OF	) )
On	20
a Notary Public in and for said State,	personally appeared
within instrument and acknowledged	atisfactory evidence to be the person(s) whose name(s) is/are subscribed to the to me that he/she/they executed the same in his/her/their authorized capacity(ies), on the instrument the person(s), or the entity upon behalf of which the person(s)
I certify under PENALTY OF PERJU and correct.	URY under the laws of the State of California that the foregoing paragraph is true
WITNESS my hand and official seal	
	Notary Public in and for said State
(SEAL)	

Project	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

#### IRVINE RANCH WATER DISTRICT

#### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in re	al property conveyed by deed or grant dated
•	COUNTY COMMUNITY COLLEGE DISTRICT
on behalf of the Board of Directors pu	AICT, a California Water District, is hereby accepted by the undersigned office ursuant to authority conferred by Resolution 2014-40 of the Board of Directors are grantee consents to recordation thereof by its duly authorized officer.
Date:	IRVINE RANCH WATER DISTRICT
	By: Leslie Bonkowski
	Secretary to Board of Directors
	Leslie Bonkowski

Project _	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

# EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF PARCEL I-E-1.1, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN LOT LINE ADJUSTMENT NO. LLA 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL I-E-2.1 OF SAID LOT LINE ADJUSTMENT;

THENCE, SOUTH 40°39'15" WEST 305.55 FEET, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL I-E-2.1;

THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 50'48'31" WEST 96.86 FEET;

THENCE SOUTH 40°39'15" WEST 17.44 FEET, PARALLEL TO SAID SOUTHEASTERLY LINE, TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 40°39'15" WEST 341.38 FEET;

THENCE SOUTH 49°20'45" EAST 62.00 FEET;

THENCE NORTH 40°39'15" EAST 105.00 FEET;

THENCE SOUTH 49'20'45" EAST 8.50 FEET;

THENCE NORTH 40°39'15" EAST 14.00 FEET;

THENCE NORTH 49'20'45" WEST 8.50 FEET:

THENCE NORTH 40'39'15" EAST 110.49 FEET;

THENCE SOUTH 49'20'45" EAST 10.00 FEET;

THENCE NORTH 40'39'15" EAST 20.00 FEET:

THENCE NORTH 49°20'45" WEST 10.00 FEET;

THENCE NORTH 40°39'15" EAST 82.55 FEET:

THENCE SOUTH 49°20'45" EAST 10.00 FEET;

THENCE NORTH 40°39'15" EAST 10.00 FEET;

THENCE NORTH 49'20'45" WEST 10.00 FEET:

THENCE SOUTH 40°39'15" WEST 0.66 FEET;

NORTH 49°20'45" WEST 62.00 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 21.585 SQUARE FEET OR 0.50 ACRES.

EXHIBIT "B" IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.



EXHIBIT "A"

IRVINE RANCE WATER DISTRICT
EASEMENT FOR SEWER AND WATER PURPOSES



701 N. Parkcenter Drive Santa Ana, CA 92705 p: 714/560/8200 f: 714/560/821 www.taft.com EXHIBIT C EXHIBIT C Page 1 of 6

Recording Requested by and Return to:
Ray Thatcher, District R/W Agent
Irvine Ranch Water District
15600 Sand Canyon Avenue
P. O. Box 57000
Irvine, California 92619-7000
IRWD Doc. E
ASSESSOR'S PARCEL NO(S).:
430-283-09, 21

FREE RECORDING REQUESTED:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Essential to Acquisition By Irvine Ranch Water District Government Code §6103

Exempt from Documentary Transfer Tax per Revenue and Taxation Code §11922

GRANT OF EASEMENT
TO
IRVINE RANCH WATER DISTRICT
BY
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

("Owner" herein), hereby grants and conveys to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("Grantee" herein), a perpetual, non-exclusive easement and right-of-way for water and sewer pipelines and access purposes. This easement shall include, but not by way of limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, in, over, under, upon, along, through and across the real property located in the City of Tustin, County of Orange, State of California, as described in Exhibit "A" and depicted in Exhibit "B", which exhibits are attached hereto and made a part hereof (the "Easement Area"), as necessary in connection with the use, operation and maintenance of the facilities lying within the Easement Area. This easement shall also include the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use parallel or any other facilities or appurtenances of the same general type and purpose as the originally installed facilities (collectively, the originally installed facilities and any such parallel or other facilities, and any replacements, renewals, repairs and improvements of any of the foregoing are collectively referred to as the "Facilities").

Subject to: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record or apparent.

#### A. Rights of Owner to Use Easement Area:

1. <u>Rights of Use.</u> Subject to the provisions of Paragraph A-2 below, it is understood and agreed that the easements and rights-of-way acquired herein are also acquired subject to the rights of the Owner to use the Easement Area for any purpose whatsoever to the extent that such use does not interfere with the Grantee's use of its easement. The Owner retains the rights which are not inconsistent with the easement. Such use by the Owner shall include, but not be limited to, the compatible use for streets, roadways, pipelines, fences or block walls, cuts, fills or other structures or other compatible improvements under, upon, over, and across the Easement Area.

Project	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

2. <u>Concurrence of Grantee</u>. Such use by the Owner of the Easement Area for landscaping purposes which do not involve the erection of structures or other improvements upon the Easement Area and which are consistent with the Grantee's use of the easement may be made without notification to or concurrence of Grantee <u>except that no trees shall be planted in said Easement Area without the prior written consent of Grantee</u>. Further, such use by the Owner of the Easement Area for roadway improvements, which do not result in cuts closer than three (3) feet above the top of Grantee's Facilities or fills greater than two (2) feet above the existing ground may be made without notification to or concurrence of Grantee. It is agreed, however, that no such use for any other purposes shall be made until plans for such proposed use by Owner have been reviewed with or submitted to Grantee, and Grantee has concurred that such proposed use will be consistent with Grantee's use of the Facilities. Grantee agrees that it shall not unreasonably withhold its concurrence.

#### B. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Owner and Grantee.

#### C. Acceptance and Recordation:

Grantee agrees, by acceptance and recordation of this Grant of Easement from Owner, that the terms and conditions herein set forth shall be binding upon and inure to the benefit of Grantee.

and conditions herein set forth shall be of	numg upon and mure to the benefit of Grance.
IN WITNESS WHERE	COF this Grant of Easement has been executed this day of, 20
	"Owner"
COLLEGE DISTRICT	SOUTH ORANGE COUNTY COMMUNITY
	Ву
	Name Dr. Debra L. Fitzsimons
	Title: Interim Chancellor

Project	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

#### **ACKNOWLEDGEMENT**

A notary public or other officer 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	)
COUNTY OF	) )
On .	20
	personally appeared
who proved to me on the basis of sa	atisfactory evidence to be the person(s) whose name(s) is/are subscribed to the to me that he/she/they executed the same in his/her/their authorized capacity(ies),
_	on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.	
I certify under PENALTY OF PERJU and correct.	URY under the laws of the State of California that the foregoing paragraph is true
WITNESS my hand and official seal	
	Notary Public in and for said State
(SEAL)	

Project	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

#### IRVINE RANCH WATER DISTRICT

#### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property cor	nveved by deed or grant dated
from SOUTH ORANGE COUNTY CO	
on behalf of the Board of Directors pursuant to author	rnia Water District, is hereby accepted by the undersigned office ority conferred by Resolution 2014-40 of the Board of Directors to recordation thereof by its duly authorized officer.
Date:	IRVINE RANCH WATER DISTRICT
	By: Leslie Bonkowski
	Secretary to Board of Directors

Project	OC Animal Care Facility, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6893)
Title Company	none
Title Report No.	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	Tait

# EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF PARCEL I-E-1.1, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN LOT LINE ADJUSTMENT NO. LLA 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

#### STRIP #1

22.00 FEET WIDE, LYING 11.00 FEET ON EACH SIDE, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST EASTERLY CORNER OF PARCEL I-E-2.1 OF SAID LOT LINE ADJUSTMENT; THENCE, SOUTH 40°39'15" WEST 305.55 FEET, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL I-E-2.1; THENCE SOUTH 50°48'31" EAST 256.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE SOUTH 39°11'29" WEST 20.00 FEET TO THE TERMINATION OF SAID **STRIP** •1.

#### STRIP 02

20.00 FEET WIDE, BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE HEREINBEFORE MENTIONED POINT "A"; THENCE, SOUTH 50'48'31" EAST 257.25 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "B", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE SOUTH 50'48'31" EAST 20.00 FEET; THENCE SOUTH 39"11'29" WEST 20.71 FEET; THENCE NORTH 57'43'37" WEST 20.15 FEET; THENCE NORTH 39"11'29" EAST 23.14 FEET TO THE **POINT OF BEGINNING**.

#### STRIP •3

15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINBEFORE MENTIONED POINT "B"; THENCE, SOUTH 50'48'31" EAST 48.94 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 39'11'29" WEST 12.30 FEET TO THE TERMINATION OF SAID STRIP =3.

EXHIBIT "B" IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

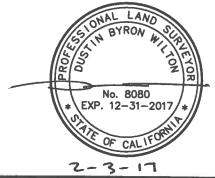
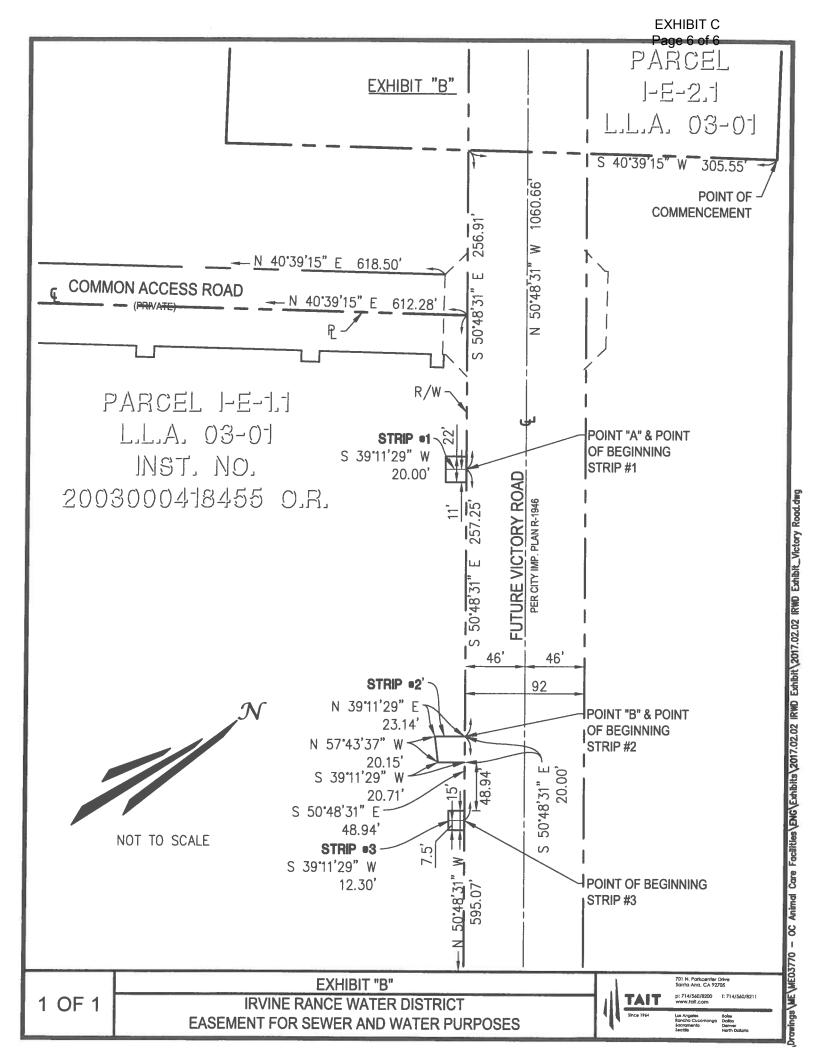


EXHIBIT "A"

IRVINE RANCE WATER DISTRICT
EASEMENT FOR SEWER AND WATER PURPOSES

TAIT
Since 1964

701 N. Parkcenter Drive Santa Ana, CA 92705 p: 714/560/8200 f: 714/560/821 www.tath.com



#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.4 DATE: 3/27/17

**TO:** Board of Trustees

**FROM**: Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter

into a Grant of Easement Agreement with Southern California Edison

**ACTION**: Public Hearing

#### **BACKGROUND**

On February 27, 2017, the Board of Trustees approved Resolution No.17-05 declaring its intention to enter into a Grant of Easement agreement with Southern California Edison at the ATEP site and to conduct a public hearing on March 27, 2017.

In May, 2016 the Board of Trustees entered into a land exchange with the County of Orange and in November 2016 approved a construction agreement for the ATEP Site Utilities and Infrastructure Phase I project.

#### **STATUS**

The Board of Trustees will conduct a public hearing in order to determine if the terms of the Grant of Easement agreement with Southern California Edison are in the best interest of the District. The Notice of Public Hearing has been posted to the District's website, is publically displayed as Saddleback College, Irvine Valley College and ATEP.

The District has received the Grant of Easement agreement and this public hearing will provide the public with an opportunity to comment on this proposed agreement.

The Grant of Easement agreement will allow Southern California Edison to install pad mounted equipment at the edge of the ATEP site along Victory Road in order to provide power to the Animal Care Facility and future capacity for the ATEP site.

#### RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees conduct a public hearing on the proposed Grant of Easement agreement with Southern California Edison over portions of the Advanced Technology and Education Park property for utility purposes.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.5 DATE: 3/27/17

**TO:** Board of Trustees

**FROM**: Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt

Resolution No.17-08 and Enter into a Grant of Easement Agreement

with Southern California Edison

**ACTION**: Approval

#### **BACKGROUND**

California Education Code 81318 et seq. requires the Board to adopt a resolution declaring its intention to convey any real property belonging to the District and to conduct a public hearing prior to entering into the dedication or conveyance of any property to a governmental entity or utility company.

In May, 2016 the Board of Trustees entered into a land exchange with the County of Orange and in November 2016 approved a construction agreement for the ATEP Utilities Infrastructure Phase I project. In order to provide power to the Animal Care Facility and future capacity for the ATEP site, Southern California Edison (SCE) is requesting to install pad mounted equipment at the edge of the ATEP site along Victory Road.

On February 27, 2017, the Board adopted Resolution No.17-05, declaration of intention to enter into a Grant of Easement agreement with Southern California Edison for the ATEP Site and to conduct a public hearing.

#### **STATUS**

Staff and legal counsel worked with SCE to develop the easement documents. SCE's requested easement is described in EXHIBIT B.

Adoption of Resolution No. 17-08 (EXHIBIT A) will result in the granting of easement to SCE. The grant of easement (EXHIBIT B) will be filed with the Orange County Recorder's Office.

No costs are associated with this proposal.

#### RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-08 (EXHIBIT A), to authorize entering into a Grant of Easement agreement (EXHIBIT B) with Southern California Edison over portions of the Advanced Technology and Education Park property for utility purposes.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

#### Resolution No. 17-08

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AUTHORIZING THE DEDICATION OF AN EASMENT TO SOUTHERN CALIFORNIA EDISON

March 27, 2017

**WHEREAS**, Southern California Edison ("SCE") has requested that the South Orange County Community College District ("District") dedicate easement to SCE upon a portion of the District's Advanced Technology and Education Park Site ("Easement"). Legal description and map depicting the location of the Easement is attached hereto as Exhibit "A" and incorporated herein; and

**WHEREAS**, pursuant to Education Code section 81310, the governing board of a community college district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree; and

**WHEREAS**, the District desires to provide Easement and right of way to SCE for underground facilities and appurtenances for the electrical supply and communications systems and access purposes to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit "A" and incorporated herein; and

**WHEREAS**, pursuant to Education Code section 81311, on February 27, 2017, the District's governing board ("Board"), in a regular open meeting, by at least a two-thirds vote of all its members adopted Resolution No. 17-05 (the "Resolution") declaring its intention to dedicate the Easements; and

**WHEREAS**, in accordance with Education Code section 81311, the District's Board fixed March 27, 2017, for a public hearing ("Public Hearing") upon the question of making the dedications of the Easements to SCE; and

**WHEREAS**, pursuant to Education Code section 81312, the District posted copies of the Resolution in three public places in the District not less than ten (10) days before the Public Hearing, and published notice once, not less than five days before the Public Hearing, in a local newspaper; and

**WHEREAS**, pursuant to Education Code section 81313, on March 27, 2017, at a regular meeting of the District's Board, the District held a Public Hearing upon the question of making the dedication of the Easement to SCE; and

**WHEREAS**, no petition pursuant to Education Code section 81314 has been filed with the District's Board; and

**NOW, THEREFORE**, the Board of Trustees of the South Orange County Community College District DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

- 1. That the above recitals are all true and correct.
- 2. The District's Board authorizes and directs the Interim Chancellor to execute the Easement and take whatever action is necessary to complete the dedication of the Easement to Southern California Edison.
- 3. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education code and all other applicable laws.

**PASSED AND ADOPTED,** by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on March 27, 2017.

Timothy Jemal, President	James R. Wright, Vice President
David B. Lang, Clerk	T.J. Prendergast III, Member
Marcia Milchiker, Member	Barbara J. Jay, Member
Terri Whitt, Member	
	Debra L. Fitzsimons, Interim Chancello: And Secretary to the Governing Board



WILL DECORDED MA

WHEN RECORDED MAIL TO

#### SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR POMONA, CA 91768

Attn: Title and Real Estate Services

#### SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF

EASEMENT

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)	Central OC	TD1187813	SERIAL NO.	MAP SIZE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 40-16D-6 APN 430-283-21	APPROVED: REAL PROPERTIES DEPARTMENT	SLS/BT	01/30/2017

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this day	of	, 20
		GRANTOR
		SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
		Signature
		Dr. Debra L. Fitzsimons Print Name
		Interim Chancellor Title
A Notary Public or other officer compl to which this certificate is attached, and	eting this certificate verifies onl not the truthfulness, accuracy, o	y the identity of the individual who signed the document or validity of that document.
State of California )		
County of)		
On before	me,	, a Notary Public, personally appeared
satisfactory evidence to be the person(s he/she/they executed the same in his/he person(s), or the entity upon behalf of w	r/their authorized capacity(ies),	, who proved to me on the basis of bed to the within instrument and acknowledged to me that and that by his/her/their signature(s) on the instrument the ed the instrument.
I certify under PENALTY OF PERJUR	Y under the laws of the State of	California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.		
Signature	(Seal)	

#### **EXHIBIT "A"**

TWO STRIPS OF LAND LYING WITHIN PARCEL I-E-1.1, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, OF LOT LINE ADJUSTMENT NO. 03-01, RECORDED ON APRIL 15, 2003 AS DOCUMENT NO. 2003000418455, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

<u>STRIP #1</u> (5.00 FEET WIDE)

THE SOUTHWESTERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PARCEL I-E-1.1, SHOWN AS "SOUTH 40°39'15" WEST 493.45 FEET" ON SAID LOT LINE ADJUSTMENT NO. 03-01; THENCE ALONG SAID CERTAIN COURSE, SOUTH 40°39'15" WEST 213.55 FEET; THENCE LEAVING SAID CERTAIN COURSE, SOUTH 50°48'15" EAST 321.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50°48'31" EAST 25.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 50°48'31" EAST 25.00 FEET TO A POINT OF ENDING.

**STRIP #2** (18.50 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE NORTH 39°11'29" EAST 16.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.6 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** Saddleback College: Study Abroad Program to Southeastern Brazil from

June 26 to July 8, 2017

**ACTION:** Approval

#### BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with field and cultural travel experiences. The college has conducted two very successful study abroad programs during the summers of 2015 and 2016 in southeastern Brazil. Study abroad programs are authorized under Education Code 72640.

#### **STATUS**

The Mathematics, Science, and Engineering Division at Saddleback College proposes to offer a study abroad program: Biological Studies in Southeastern Brazil (São Paulo, Ilhabela, Ubatuba, Paraty, and Rio de Janeiro) during the summer 2017 session from June 26 to July 8, 2017. The program will be organized and arranged by Travel & Education (T&E) for a fee of \$4337, per student, including airfare, at a cost of \$333.62 per day for 10 to 15 students, or \$3890, per student, including airfare, at a cost of \$299.23 per day for 16 or more students. The details of the program are summarized in the Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT D). The required Educational Tour/Field Study Contractor Agreement, which includes evidence of liability insurance of not less than \$5,000,000 is provided in EXHIBIT C. The proposal from T&E is included in EXHIBIT B. The U.S. Department of State has no travel warnings for Brazil (EXHIBIT E). Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

#### RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Southeastern Brazil from June 26, 2017 to July 8, 2017 as summarized in EXHIBIT D, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel & Education for coordinating all travel agreements in EXBHIT C.

#### Program Narrative

This program is a 12-day field study of the coastal and island ecosystems of the southeastern region of Brazil. This program will be taught by two Saddleback College faculty members, Dr. Marcelo N. Pires and Prof. Bruno Passarelli. Logistical support will be handled through Travel & Education. This will be the third time that Dr. Pires and Professor Passarelli organize this field program. The first program occurred during summer 2015.

Students will gain course credit for three Saddleback College Biology courses: Bio 234 – Biology Field Studies: Extended Island Ecosystems (2 units); Bio 230 – Biology Field Studies: Coastal Ecosystems (1 unit); and Bio 49 – Research in Biology and Biochemistry A (1.5 units). Students in this program will investigate the fundamental ecology of different ecosystems, including concepts such as abiotic factors, biotic factors, types of ecosystems, food chains, food webs, energy flow, nutrient cycling, population growth, and species interactions and adaptations. In addition, students will fill out worksheets to be presented at the end of the trip, along with a journal that addresses most of the learning outcomes listed below.

At the end of the course, students will be able to:

Identify and describe the basic characteristics of the most common island and coastal
habitats studied during the field course
Identify and measure physical factors that most influence each ecosystem visited during
the course
Use plant and animal keys to identify organisms found during the field course
Describe and understand specific adaptations of selected organisms found during the
field trip
Assess positive and negative human impacts on the habitats studied
Understand different environmental and species conservation methods
Understand the scientific method and discuss how it could be applied to testing specific
hypotheses resulting from observations made during the trip
Discuss ways to record, collect, and analyze field data required for testing scientific
hypotheses

The program will be run from June 26 to July 8, 2017, in the cities of São Paulo, Ilhabela, Ubatuba, Paraty, and Rio de Janeiro, Brazil. During this course, students will visit the Butantan Institute and the Municipal Market In São Paulo. At Ilhabela, they will visit the historic center, the Ilha das Cabras viewpoint, Pedras Miudas beach, Curral Beach, Toca waterfall, Fome beach, Jabaquara Beach, Castelhanos beach, Mirante do Barrelros, Pedra beach, and Armação beach. At Ubatuba, students will visit the TAMAR sea turtle conservation project. At the colonial city of Paraty, students will visit its historic center, the Mamanguá tropical fjord and peak, and tropical mangroves. Finally, in Rio de Janeiro, students will visit the Sugarloaf and the Corcovado mountains, the coast of the city, the restinga ecosystems at Prainha beach, and the Zoological collection at the National Museum of Brazil.



## GENERAL AGREEMENT with SADDLEBACK COLLEGE 13-Day Touring Program

Effective date: March 28, 2017

#### BRAZIL

#### PROGRAM DATES and basic itinerary:

*Dates can be modified up to application deadline date.

US Departure: LAX- São Paulo	Monday, June 26, 2017
Arrive in São Paulo and transfer to hotel	Tuesday, June 27, 2017
Transfer Butantā	Wednesday, June 28, 2017
Transfer to Ilha Bela and tour north side of island; Toca waterfall	Thursday, June 29, 2017
Schooner tour	Friday, June 30, 2017
Jeep offroad - Gato waterfall& Castelhanos beach	Saturday, July 1, 2017
7 hour hike trail do "Baepi"	Sunday, July 2, 2017
Transfer to Ubatuba - Project Tamar, lunch Papagalli, Transfer to Paraty and hotel	Monday, July 3, 2017
Boat to Mamangvá & hike for 1,5 hours & snorkeling	Tuesday, July 4, 2017
Kayaking at mangroves; w/ guide, free afternoon at historical center and a capoeira demonstration	Wednesday, July 5, 2017
Transfer to Rio de Janeiro with a stop at Prainha Beach	Thursday, July 6, 2017
National Museum, Corcovado & Sugarloaf	Friday, July 7, 2017
Transfer to airport and return to US	Saturday, July 8, 2017

#### PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- 24 hour / 7 day on-site contact services of a local coordinator for the duration of the program.
   T&E contracted local partner will provide contact information for emergencies and other items that require attention for the duration of the trip in each location being visited.
- Two (2) nights in Hotel Capcana of São Paulo triple rooms, breakfast included
- Four (4) nights Hotel Ilhaflat of Ilha Bela triple rooms, breakfast included
- Three (3) nights Hotel Pereque of Paraty triple rooms, breakfast included
- Two (2) nights <u>Hotel Royalty Barra</u> triple rooms, breakfast included
- Airport transfers, pick up and drop off airport-program site-airport
- All transportation between program locations tourist fees included to two towns
- Excursion and activities program and inclusions as listed below:
  - o **São Paulo :
    - Butantā Institute Tickets included with tour guide
    - Mercado Municipal lunch not included with tour guide
    - BBQ rodizio at Novilho de Prata at Bovinus No drinks included

.

#### o **ilha Bela :

- half-day city tour to north side of island;
- Schooner boat day trip and Toca waterfall with guide.
- Jeep offroad -Gato waterfall& Castelhanos beach with 2-3 bilingual guides including requested guide, Guido, as per Banani confirmation.
- 7 hour hike trail do "Baepi" w/ guide medium to difficult hiking trail.

#### o Ubatuba:

 visit Tamar Project with guide, lunch Papagalli (incl. Entree, main meal, 1 drink, desert, coffee).

#### o **Paraty:

- boat to Mamanguá & hike for 1,5 hours & snorkeling:w/ guide (snorkeling equipt rental 30,00 Reais); lunch not included (50,00 Reais)
- kayaking at mangroves; w/ guide,
- free afternoon at historical center and a capoeira demonstration.

#### O Rio de Janeiro:

- Stop at Prainha Beach in Rio de Janeiro upon arrival
- National Museum, Corcovado & Sugarloaf ( tickets incl) and w/ guide
- **Meals as per itinerary Breakfast provided daily at hotels (except for travel days), one (1) lunch (Ubatuba) and one (1) dinner (São Paulo)

#### **VALUE ADDED BENEFITS**

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

#### **FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:**

Target enrollments below with pro-rated scale pricing will include benefits for TWO (2) faculty members or administrative visits listed below:

- Round trip international flight from LAX to S\u00e4o Paulo, Rio de Janeiro to LAX.
- Accommodations for two (2) SADDLEBACK COLLEGE faculty or administrative visits with group accommodations.
- Inclusion in Comprehensive insurance policy as mentioned above.
- Mobile phone with local number and FREE incoming calls
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

For group participation in summer programs the faculty benefits listed above will be for the entire program period.

#### For groups requiring ADDITIONAL PROGRAM DIRECTOR:

Only two (2) administrative visits will be allowed by T&E per program period per a minimum group size of 15 participants. Any additional administrative arrivals will be the financial responsibility of SADDLEBACK COLLEGE. Should SADDLEBACK COLLEGE require an additional program director, T&E will provide shared program director accommodations in addition to airport transfers in order to meet this requirement and the additional program director will be limited to these benefits. Full benefits as listed above only apply to the primary group program director. The additional program director will need to pay an obligatory supplement for participation in the full service program provided to all T&E participants. Fee for additional program director is listed in optional components.

#### **PROGRAM OPTIONS AND FEES:**

- \$2,908 US Dollars per participant for an enrollment of 12-15 paying student participants with TWO (2) faculty administrative visits.
- \$2, 461 US Dollars per participant for an enrollment of 16 or more paying student participants with TWO (2) faculty administrative visits.
- *FLIGHT IS QUOTED SEPARATELY BELOW IN OPTIONAL COMPONENTS.
- **PLEASE NOTE ITEMS THAT ARE NOT INCLUDED IN ITEMIZED ITINERARY. Marked with double asterisks (**) above.

#### TARGET enrollment.

Students can enroll on an individual basis for participation in any program however for two (2) administrative visits with full benefits as outlined in the previous section, the minimum group participation must be reached.

#### **NOT INCLUDED IN PROGRAM FEES:**

- \$95 application fee.
- Mandatory comprehensive insurance coverage: \$20 per week (\$40 for 2 weeks).
- Airfare for students.
- Some equipment rentals and entrances as listed in student benefit area.
- Faculty compensation.
- Visa and or passport fees.
- Meals other than those indicated on itinerary.
- Personal expenses.
- Additional field trips that have not been specified.
- Usage and upgrades on provided mobile phones.

#### **OPTIONAL COMPONENTS**

Group flight Reservations: Once the present contract has been approved, SADDLEBACK COLLEGE
will need to meet a minimum sustained enrollment of ten (10) paying participants in order to
qualify.

T&E is currently holding a group flight for a total of 25 passengers through a partnering agency/airline (students and group leaders included). We will be continuously searching for the best airfare in the months to come and will communicate any updates to the itinerary and pricing as they become available.

Once the group has formulated, students will purchase tickets separately through our partnering agency through a link which will be provided by T&E in an email to the group.

**Itinerary:** 

DL2234 26JUN LAX-ATL 1145A 722P DL 105 26JUN ATL-GRU 951P 820A 27JUN

DL 60 08JUL GIG-ATL 950P 635A 09JUL DL2462 09JUL ATL-LAX 825A 1035A

Total: \$1,429.00 per person

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

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

**APPLICATIONS:** SADDLEBACK COLLEGE program coordinator will have two options for application procedure. Summer program application deadline is March 30, 2017.

 Hard copy applications: to be presented at organized group meeting and collected along with a \$700 deposit in the form of a check made out to Travel & Education with the applicants name on the memo area. All hard copies will then be mailed via certified mail to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose 19053.

PLEASE REQUEST YOUR HARD COPY OF APPLICATIONS IN PDF FORM TO BE EMAILED TO THE SADDLEBACK PROGRAM DIRECTOR FOR DISTRIBUTION. Send request to admin@travelandeducation.org.

2. Online Applications: Saddleback program director will provide the following application link to all prospective applicants and instruct them to apply by the application due date and make a payment of \$700 via the Travel & Education website payment page.

#### Online Application link:

2017 Online Student Application link for SADDLEBACK COLLEGE BRAZIL Program

- BILLING: T&E will bill students directly who will then be responsible keeping up with T&E payment schedule as outlined on the T&E invoice. <u>All T&E invoices are sent via email only.</u> Please contact T&E if a hard copy invoice is required.
- Payment schedule:

Payment	Date	AMOUNT DUE
Deposit (\$95 non-refundable) 1st Installment Final Payment	March 30, 2017 March 30, 2017 May 5, 2017	\$700 \$1500 Final payments due

^{*} Application fees and flight deposits are non-refundable.

T&E accepts payments in the following forms:

- Personal check or maney order mailed to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose PA 19053.
   Please include student's name on the memo line for reference.
- All major credit cards accepted via online payment gateway at <u>www.travelandeducation.org</u> under APPLY tab. A 3% handling fee applies.
- All assigned SADDLEBACK COLLEGE program director must fill out a group leader form no later than March 30, 2017. Program director will be asked a series of questions regarding preferences on communications with the group and other important items. Use the following link to register: T&E Accompanying Faculty Application. Faculty will then receive a "T&E Welcome Email" which will provide access to their online inscription. From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.

- Additional students can join until April 21, 2017 however students joining after this date will be "LAND ONLY".
- The school administration and SADDLEBACK COLLEGE will promote the program on an appropriate
  institutional website listing or through the various available institutional outlets in order to ensure
  student awareness of the program offering at SADDLEBACK COLLEGE.
- T&E will be invited to present programs to SADDLEBACK COLLEGE's students and parents on
  predetermined and agreed upon dates during strategic periods of each academic term and will be
  provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in person
  we will offer other options via video conferencing platforms.

#### **REFUND POLICY**

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

If participant withdrawals in writing	he / she receives
On March 1st, 2017 through to and including March 30th, 2017	all fees less \$95 (and \$100 flight deposit), \$500 confirmation and insurance payment or any other fees paid by T&E on the students behalf.
On March 30 th , 2017 through to and including April 21 st , 2017	all fees less \$95 (and \$100 flight deposit), \$500 confirmation payment, insurance fees and \$1000 towards program logistics plus any other fees incurred by T&E on the students behalf.
After April 21st, 2017	No refund.

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SADDLEBACK COLLEGE will cancel the program if the necessary minimum number of participants have not been enrolled by May 5, 2017 for summer group participation.
- Force Majeure: The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach of this Agreement.
  - <u>Prior to departure</u>: In the event a US Department of State travel warning is issued advising against travel to Brazil, SADDLEBACK COLLEGE may refrain from sending students to Brazil and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
  - While in country: In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens to leave the country if they are already there, T&E will suspend the program and make arrangements through emergency assistance services provided through the T&E comprehensive study abroad policy for evacuation of all participants. If students are returned home they will receive a prorated rebate of fees paid to T&E for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.

Loyalty Clause: As part of the terms of this agreement, SADDLEBACK COLLEGE will not actively
seek out or accept any offer of a direct relationship with any of the academic institutions or
organizations who partner with T&E in Brazil to supply academic and/or other services as part of the
T&E provided program for the next 3 terms starting from the effective date of this contract.

#### **ADDITIONAL CONSIDERATIONS**

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

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

The present agreement will be valid for the 2017 academic term with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE will continue a relationship for the offering of T&E programs to SADDLEBACK COLLEGE students for both short and long term study abroad options. The present contract will be reviewed and drawn up on an annual basis and will be negotiated at the start of the promotional period for the following academic term.

#### **ACCEPTANCE OF PROPOSAL**

Travel & Education requires written acceptance of this proposal by March 30, 2017 in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 or by fax to 215-396-0236. Should a signed agreement not be submitted by the specified due date above and SADDLEBACK COLLEGE subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this agreement will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED	BY	(please print)
	Name of Authorizing Representative SADDLEBACK COLLEGE	throad brun
		(sign)
	Signature Authorizing Representative SADDLEBACK COLLEGE	
	DATE	



# EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

Biology Field Studies in Southeastern Brazil - Summer 2017

This Agreement is made this 27th day of March, 2017 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel & Education ("TRAVEL CONTRACTOR") located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053, and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

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

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



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

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

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

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

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

Revised: February 2014



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

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

Revised: February 2014



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

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

- 12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION—TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.
- I3. <u>TERM</u> This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express

Revised: February 2014



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

- I4. NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- 15. NO MODIFICATION OF AGREEMENT This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
- 16. NOTICE Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
- 17. <u>CONTROLLING LAW</u> This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

Revised: February 2014



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

# TRAVEL CONTRACTOR South Orange County Community College District Travel & Education Date: Date: By: By: Patrizia D'Adamo Debra L. Fitzsimons Name of authorized agent Title: Title: Director US Operations Interim Chancellor Address: Address: 28000 Marguerite Parkway 1055 Mill Creek Drive Feasterville-Trevose, PA 19053 Mission Viejo, CA 92692 Phone: Phone:

(949) 582-4664

215-396-0235



# STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PRO	GRAM													
Location/Destination: Brazil							First Trip: Yes:				No:	Х		
Dates:	From:	June	26, 2017	Т	o:	July	y 8, 2017		,	Total No	o. of	Days	:	13
Partner Na	me (Acade	mic In	stitution):	Sad	dleba	ick Co	ile	ae						
Address:	<u> </u>	2800	0 Margueri	ite P	kwy									
Contact Pe	erson:	Marc	elo Pires					[eler	hor	ne No.:	949	9-582-	4809	
Description	n of Instituti	on:	Saddleba	ck C	ollea									
	Accredited Instru				Yes:	X		No:		3				
	Transfer College	Units			Yes:	Х	-	No:						
	Orientation				Yes:	Х	1	No:		1				
	Books/Supplies				Yes:	X	- 1	Vo:						
	Tutors				Yes:		ı	No:	X					
	Weekend Study	Activities			Yes:	X	ı	No:						
	Food				Yes:	X	- 1	No:						
	Transportation				Yes:	X	1	No:						
	Lodging				Yes:	X	1	No:						
	Airfare													
Does Not I (Examples: L at home; Per	ocal Transpo		Personal item	ns										
Other:														
2. FACU	ILTY			of Change						,,-1B				× -
Lead Facul	ty Name:	Marc	elo Pires,	Brui	no Pa	ssare	lli							
Coordinate	s Trip:				Yes:	Х		No:						
If No, E	xplain:													
Travels to	Site:				Yes	Х		No:						
Dates:	From:					l		To:						
Teaching A	ssignment	at Pro	gram Site:	T	Yes	Х		No:						
Dates:	From:							To:						
	ubstitute at	IVC a	nd/or SC?		Yes			No:	X					
Unpaid Fac	culty Excha	nge:			Yes			No:	Х					
If Yes,	Faculty Name	e(s) Red	quired:											
Assignmen	ts to be Co	vered:								_				
Course No.:	Course Title	<b>e</b> :					Date	e(s)			Т	ime(s)		
						25		10	100					
						}						12		

3. CO	URSE(S) C	FFERED AT	PROGRAM S	SITE				
Course No.: Course Title:							No. of Unit	
BIO 234 BIOLOGY FIELD STUDIES: EXTENDED ISLAND ECOSYSTEMS							2	
BIO 230 BIOLOGY FIELD STUDIES: COASTAL ECOSYSTEMS							1	
BIO 49 RESEARCH IN BIOLOGY AND BIOCHEMISTRY							1.5	
4. STU	JDENTS					T,		
Minimum r	number of stu	dents required to	make program:				12	
	number of uni						4.5	
Maximum	number of un	its:					4.5	
If this is a r	repeat progra	m site, what is th	ne average numb	er of units taken	ner student?		n/a	
Other		<u> </u>			por otacont:		11/4	
5. CO	STS					RILEM IS		
Student:					16-2-14	* * * * * * * * * * * * * * * * * * * *		
Contract	ed cost per st	tudent:					\$ 4.3	
Average	cost per day:							
(It costs ap	proximately \$13	.000 per year for a st	ludent to reside in Sc	uth Orange County	and attend SOC	CCD.)	\$ 333	
College:	<u> </u>							
	al costs to the	District?	Yes:	lo: x				
If Yes Ex	plain:	If inchuration to	1		mad to the			
same per	riod of time.	if instruction is a	ilso receiving sal	ary for courses a	at IVC and/or :	SC durina the	2	
						3	\$	
Other Co								
	sts				<u> </u>		\$ \$	
	sts		ART OF THE		<u> </u>			
6. OTH	ests IER ACTIV	ITIES NOT P	ART OF THE	COURSE(S)	(ATTACHI	MENTS)		
6. OTH	ests IER ACTIV	ITIES NOT P	ART OF THE	COURSE(S)	(ATTACHN	MENTS)	S	
6. OTH	ICAL WEE	ITIES NOT P	ART OF THE ULE OF INST	COURSE(S) RUCTIONAL Thursday	(ATTACHN	MENTS)	Sunday	
6. OTH	ICAL WEE Monday Breakfast	KLY SCHED Tuesday Breakfast	ULE OF INST Wednesday Breakfast	COURSE(S) RUCTIONAL Thursday Breakfast	(ATTACHM	MENTS)  S Saturday  Breakfast	Sunday Breakfast	
6. OTH	ICAL WEE Monday Breakfast Lecture	KLY SCHED Tuesday Breakfast Lecture	ART OF THE ULE OF INST Wednesday Breakfast Lecture	COURSE(S) RUCTIONAL Thursday Breakfast Lecture	(ATTACHN /ACTIVITIE Friday Breakfast Lecture	MENTS)  S Saturday  Breakfast  Lecture	Sunday Breakfast Lecture	
7. TYP  8 a.m. 9 a.m. 10a.m.	ICAL WEE Monday Breakfast Lecture Lecture	KLY SCHED Tuesday Breakfast Lecture Lecture	ULE OF INST Wednesday Breakfast Lecture Lecture	COURSE(S) RUCTIONAL Thursday Breakfast Lecture Lecture	(ATTACHA /ACTIVITIE Friday Breakfast Lecture Lecture	S Saturday Breakfast Lecture Lecture	Sunday Breakfast Lecture Lecture	
6. OTH  7. TYP  8 a.m.  9 a.m.	ICAL WEE Monday Breakfast Lecture Lecture Field Studies	KLY SCHED Tuesday Breakfast Lecture	ULE OF INST Wednesday Breakfast Lecture Lecture Field Studies	COURSE(S)  RUCTIONAL  Thursday  Breakfast  Lecture  Lecture  Field Studies	(ATTACHN /ACTIVITIE Friday Breakfast Lecture Lecture Field Studies	S Saturday Breakfast Lecture Lecture Field Studies	Sunday Breakfast Lecture Lecture Field Studies	
7. TYP  8 a.m. 9 a.m. 10a.m. 11a.m. 12 Noon	HER ACTIVE  PICAL WEE  Monday  Breakfast  Lecture  Lecture  Field Studies  Lunch	KLY SCHED Tuesday Breakfast Lecture Lecture Field Studies Lunch	ART OF THE ULE OF INST Wednesday Breakfast Lecture Lecture Field Studies Lunch	RUCTIONAL Thursday Breakfast Lecture Lecture Field Studies Lunch	/ACTIVITIE Friday Breakfast Lecture Lecture Field Studies Lunch	S Saturday Breakfast Lecture Lecture Field Studies Lunch	Sunday Breakfast Lecture Lecture Field Studies Lunch	
6. OTH  8 a.m. 9 a.m. 10a.m. 11a.m. 12 Noon 1 p.m.	PICAL WEE Monday Breakfast Lecture Lecture Field Studies Lunch Field Studies	EKLY SCHED Tuesday Breakfast Lecture Lecture Field Studies Lunch Field Studies	ART OF THE ULE OF INST Wednesday Breakfast Lecture Lecture Field Studies Lunch Field Studies	RUCTIONAL Thursday Breakfast Lecture Lecture Field Studies Lunch Field Studies	ACTIVITIE Friday Breakfast Lecture Lecture Field Studies Lunch Field Studies	S Saturday Breakfast Lecture Lecture Field Studies Lunch Field Studies	Sunday Breakfast Lecture Lecture Field Studies Lunch Field Studies	
8 a.m. 9 a.m. 10a.m. 11a.m. 12 Noon 1 p.m. 2 p.m.	PICAL WEE Monday Breakfast Lecture Lecture Field Studies Lunch Field Studies	KLY SCHED Tuesday Breakfast Lecture Lecture Field Studies Field Studies Field Studies	ART OF THE ULE OF INST Wednesday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies	RUCTIONAL Thursday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies	/ACTIVITIE Friday Breakfast Lecture Lecture Field Studies Field Studies Field Studies	S Saturday Breakfast Lecture Lecture Field Studies Field Studies	Sunday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies	
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8 a.m. 9 a.m. 10a.m. 11a.m. 12 Noon 1 p.m. 2 p.m. 3 p.m. 4 p.m.	ICAL WEE Monday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies	EKLY SCHED Tuesday Breakfast Lecture Lecture Field Studies Field Studies Field Studies	ART OF THE ULE OF INST Wednesday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies	RUCTIONAL Thursday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies	/ACTIVITIE Friday Breakfast Lecture Lecture Field Studies Field Studies Field Studies	S Saturday Breakfast Lecture Lecture Field Studies Field Studies	Sunday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies	
6. OTH  8 a.m. 9 a.m. 10a.m. 11a.m. 12 Noon 1 p.m. 2 p.m. 3 p.m. 4 p.m. 5 p.m.	ICAL WEE Monday Breakfast Lecture Lecture Field Studies Field Studies Field Studies Field Studies Field Studies	EKLY SCHED Tuesday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	ART OF THE ULE OF INST Wednesday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	RUCTIONAL Thursday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	(ATTACHA /ACTIVITIE Friday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	S Saturday Breakfast Lecture Lecture Field Studies Field Studies Field Studies Field Studies Field Studies	Sunday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies	
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6. OTH-  7. TYP  8 a.m. 9 a.m. 10a.m. 11a.m. 12 Noon 1 p.m. 2 p.m. 3 p.m. 4 p.m. 5 p.m. 6 p.m. 7 p.m.	ICAL WEE Monday Breakfast Lecture Lecture Field Studies Field Studies Field Studies Field Studies Field Studies	EKLY SCHED Tuesday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	ART OF THE ULE OF INST Wednesday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	RUCTIONAL Thursday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	(ATTACHA /ACTIVITIE Friday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies Field Studies	S Saturday Breakfast Lecture Lecture Field Studies Field Studies Field Studies Field Studies Field Studies	Sunday Breakfast Lecture Lecture Field Studies Lunch Field Studies Field Studies Field Studies	
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Exceptions to weekly schedule	e:		
8. ATTACHMENTS			
The state of the s			
9. REQUIRED SIGNATU	RES		
1200	01-11-17	0/1/1	
Lead Faculty Member	Date	Department Chajr	Date
Division/School Dean Art Nitta	Date	Vice President Instruction	3 8/17 Dale
Tolk ( Cuent	\$ 3/9/17		
College President	Date		

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# Alerts and Warnings

# **Travel Warnings**

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

#### Travel Alerts

We issue a Travel Alert for short-term events we think you should know about when planning travel to a country. Examples of reasons for issuing a Travel Alert might include an election season that is bound to have many strikes, demonstrations, or disturbances; a health alert like an outbreak of HIN1; or evidence of an elevated risk of terrorist attacks. When these short-term events are over, we cancel the Travel Alert.



Enroll in STEP
Enrolling in this free
service w.il allow us to
better assist you in case
of an emergency while
you are abroad.

ENROLL

ITEM: 6.7 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Irvine Valley College Barranca Entrance Project, Assignment

of Easement Agreement, Amendment No. 1, The Irvine Company, LLC

**ACTION:** Approval

## BACKGROUND

On December 29, 1971, The Irvine Company, LLC transferred two parcels of land to Southern California Edison with an easement provision for a future access road to Irvine Valley College from Barranca Parkway. On November 12, 1996, The Irvine Company, LLC transferred a parcel of land to the City of Irvine with an easement provision for a future access road to Irvine Valley College from Barranca Parkway.

On April 27, 2009, the Board of Trustees approved basic aid for the Irvine Valley College Barranca Entrance project, for a total basic aid allocation of \$2,850,000.

On March 31, 2014, The Board of Trustees approved an Assignment of Easement from the Irvine Company, LLC providing the District with a non-exclusive right to use the easement for the new access road to Irvine Valley College from Barranca Parkway.

#### **STATUS**

Amendment No. 1 to The Irvine Company, LLC's Assignment of Easement agreement (EXHIBIT A) modifies the easement area described in the original assignment to accommodate utility improvements in connection with the roadway. The amendment to the easement agreement has been reviewed by legal counsel and staff recommends approval.

No costs are associated with this agreement.

#### RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) to the Assignment of Easement agreement with The Irvine Company, LLC, for the Irvine Valley College Barranca Entrance project, effective March 31, 2017.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692 Attn: Debra L. Fitzsimons, Vice Chancellor of Business Services

## With a Conformed Copy To:

The Irvine Company, LLC 550 Newport Center Drive Newport Beach, California 92660 Attn: General Counsel's Office

Exempt from Recording Fees Per Government Code Section 27383 Exempt from Documentary Transfer Tax Per Rev. and Tax Code Section 11922

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

#### AMENDMENT NO. 1 TO ASSIGNMENT OF EASEMENT

THIS AMENDMENT NO. 1 TO ASSIGNMENT OF EASEMENT (this "Amendment"), made and entered into as of March 31, 2017, constitutes an amendment to that certain Assignment of Easement dated March 31, 2014 by and between THE IRVINE COMPANY, LLC, a Delaware limited liability company as assignor ("Assignor"), and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of California as assignee ("District"), which was recorded on May 2, 2014 in the Official Records of Orange County, California as Instrument No. 2014000170347 (the "Original Assignment"). All capitalized terms used in this Amendment not otherwise defined herein shall have the meaning ascribed to such terms in the Original Assignment.

# **RECITAL**

Assignor and District desire to modify the Easement Area described in the Original Assignment in order to accommodate the construction by District of certain utility improvements in connection with the Roadway.

NOW, THEREFORE, in consideration of the covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amendment the Original Assignment as follows:

## **AMENDMENT**

- 1. <u>Legal Description and Depiction of Easement Area</u>. The legal description of the Easement Area attached as <u>Exhibit A</u> to the Original Assignment and the depiction of the Easement Area attached as <u>Exhibit B</u> to the Original Assignment are each hereby deleted and replaced with the legal description of the Easement Area attached to this Amendment as <u>Exhibit AA</u> and the depiction of the Easement Area attached to this Amendment as <u>Exhibit BB</u>, respectively.
- 2. <u>Full Force and Effect</u>. Except as modified by this Amendment, the Original Assignment shall remain in full force and effect.
- 3. <u>Counterparts</u>. This Amendment may be signed by the parties in different counterparts and the signature pages combined shall create a single document binding on all parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

ASSIGNOR:	THE IRVINE COMPANY, LLC, a Delaware limited liability company
	By: Name: Its:
	By: Name: Its:
DISTRICT:	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of California
	By: Name: Debra L. Fitzsimons Its: Vice Chancellor of Business Services

[Notary acknowledgements on the following page]

A notary public or other officer 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 _____ personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature A notary public or other officer 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 _____ personally appeared ____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

(Seal)

# **EXHIBIT AA**

# **LEGAL DESCRIPTION OF EASEMENT AREA**

That certain real property in the City of Irvine, County of Orange, State of California, more particularly described as follows:

(See attached)

# EXHIBIT "AA" ROAD EASEMENT DEDICATION LEGAL DESCRIPTION APN 466-024-19&20 (SCE)

A PORTION OF LOT 260, BLOCK 103 OF IRVINE'S SUBDIVISON, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1 OF MISCELLANEOUS MAPS. PAGE 88. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A VARIABLE WIDTH STRIP OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A BOAT SPIKE AND WASHER TAGGED CITY OF IRVINE AT THE CENTERLINE INTERSECTION OF BARRANCA PARKWAY AND JEFFREY ROAD, SAID CENTERLINES AS SHOWN ON PARCEL MAP NO. 99-131 FILED IN BOOK 309, PAGES 48 THROUGH 50 OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE CENTERLINE OF SAID BARRANCA PARKWAY SOUTH 53°52'38" EAST 738.35 FEET TO THE CENTERLINE OF CONSTRUCTION OF THE IRVINE COLLEGE BARRANCA PARKWAY ENTRANCE ROAD, PREPARED BY RGP AND ON FILE IN THE CITY OF IRVINE, SAID CENTERLINE HEREINAFTER REFERRED TO AS LINE "A"; THENCE NORTH 40°41'42" EAST 299.73 FEET ALONG SAID LINE "A" TO THE NORTHEASTERLY LINE OF SITE "A" IN THE GIFT DEED TO THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 19960569864 OF OFFICIAL RECORDS, ALSO BEING THE SOUTHWESTERLY LINE OF THE SOUTHERN CALIFORNIA EDISON COMPANY RIGHT-OF-WAY PER GRANT DEED RECORDED IN BOOK 9944, PAGE 607 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 49°19'29" WEST 40.00 FEET ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 49°19'29" EAST 87.00 FEET ALONG SAID SOUTHWESTERLY LINE TO A LINE THAT IS 47.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID LINE "A"; THENCE NORTH 40°41'42" EAST 132.16 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 58°15'57" EAST 72.21 FEET: THENCE NORTH 40°40'31" EAST 13.00 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 56.00 FOOT STRIP OF LAND DESCRIBED IN THE GRANT DEED TO THE IRVINE COMPANY RECORDED IN BOOK 10700, PAGE 724 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 49°19'29" WEST 160.60 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE SOUTH 40°40'31" WEST 14.00 FEET; THENCE SOUTH 13°03'38" EAST 42.32 FEET THENCE SOUTH 26°13'44" WEST 44.17 FEET THENCE SOUTH 37°49'20" WEST 132.36 FEET POINT OF BEGINNING.

CONTAINING: 22,205 SQ. FT. OR 0.510 AC. OF LAND, (MORE OR LESS).

ALL SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

01/30/17 MATTHEW H. OKUBO, P.L.S. 8686

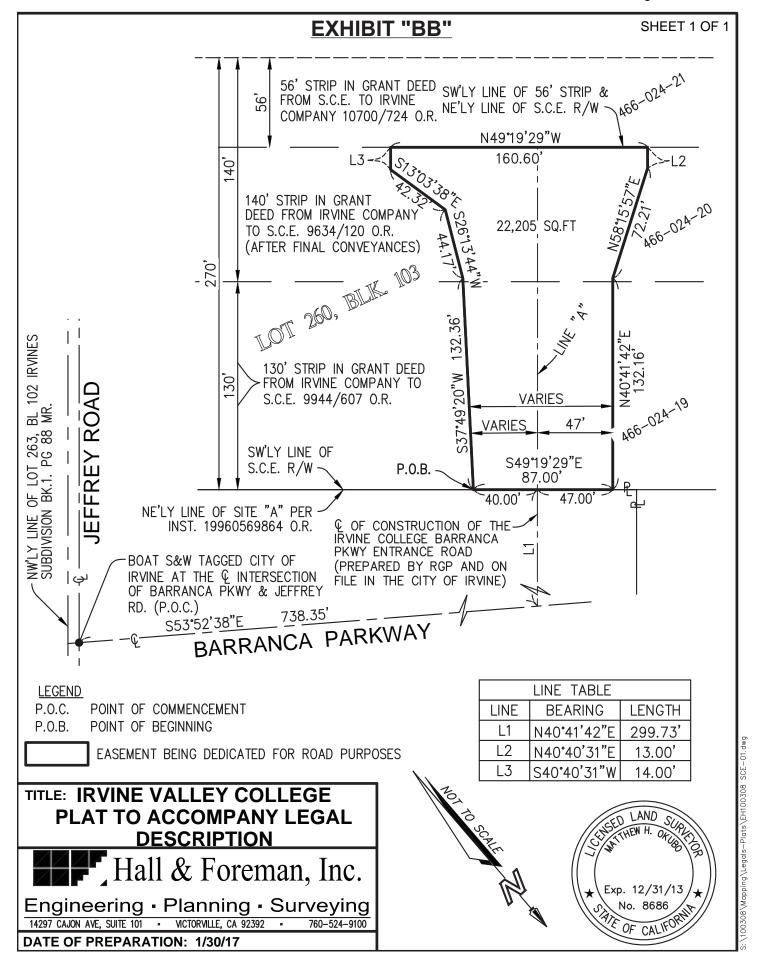
DATE

No. 8686

# **EXHIBIT BB**

# **DEPICTION OF EASEMENT AREA**

(See Attached)



ITEM: 6.8 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: FY 2019 – 2020 Five Year Construction Plan

**ACTION:** Approval

## **BACKGROUND**

Each year the district is required to submit a Five Year Construction Plan (5YP) to the State Chancellor's office. This plan identifies project priorities for no less than the next five years and features projects from the SOCCCD 2011 Education and Facilities Master Plan. The district and colleges review and, if appropriate, modify the plan as part of this annual submission. The Capital Improvement Committee relies on the 5YP as a basis for recommending capital improvement projects to the Basic Aid Allocation Recommendation Committee for funding considerations.

Typically, when the 5YP is submitted to the State Chancellor's office (SCO) in June, the submittal includes this 5YP and the District's Initial and Final Project Proposals (IPP and FPP) for state funding considerations. However, this year, to address the Governor's decision to accommodate only five emergency projects, the SCO has placed a moratorium on FPP submittals with the intent of developing the 2019-2020 spending plan by moving the previously submitted FY 2018-2019 FPPs into FY 2019-2020, with the caveat that the project remain capacity-load eligible, a measure of need based on the number of students compared to the square footage of existing space inventory.

#### **STATUS**

The proposed order of priorities (EXHIBIT A) aligns with the previous FY 2018 – 2019 Board approved 5YP with the following exceptions:

- Projects 1, 3, 4, and 6 are removed. They will be complete by June submittal
- Project 8 was separated from the stadium project to address funding issues and moved to new position 19.
- Project 9 combined with Site Improvements resulting in the Stadium and Site Improvement project in the new #3 position.
- Project 12, Gateway building, was advanced to the new #4 position.
- Project 18 was moved above Gateway building. Village Swing Space is intended to go off line with completion of TAS Renovation and this reflects a reduction in capacity load ratio.
- New Project #7 was added to reflect this scope of work to the State, not previously included in the five year plan.
- Projects 26 and 27 were advanced to more closely compliment the work of the new Gateway and Fine Arts buildings given a potential start date.
- There was no Project 24 due to a clerical error missing this number.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

The FY 2019 – 2020 Five Year Construction Plan has been reviewed by the college's participatory governance process and is recommended for approval by district staff and the college presidents.

# **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the District's order of priority for the FY 2019– 2020 Five Year Construction Plan.

# 2019-2020 Five Year Plan South Orange County Community College District March 27, 2017

2016 Priority	2017 Priority	Project Title	Campus	Occupy Date	2017 Project Budget	Status
1	-	SCIENCES BUILDING-Complete	Saddleback College	2015/2016	\$ 67,358,000	Locally Funded or Future
2	1	ATEP- DEMOLITION OF SELECTED BUILDINGS- County Exchange demolition	Irvine Valley College	2018/2019	\$ 13,700,000	Locally Funded or Future
3	-	NEW BARRANCA ENTRANCE-Bid/Award	Irvine Valley College	2016/2017	\$ 2,850,000	Locally Funded or Future
4	-	FINE ARTS HVAC UPGRADE AND INTERIOR RENOVATION-Pre-Construction	Saddleback College	2016/2017	\$ 7,700,000	Locally Funded or Future
5	2	RENOVATE TAS BUILDING - Design	Saddleback College	2019-2020	\$ 20,545,000	Locally Funded or Future
6	-	A-400 REPLACEMENT & EXPANSION-Complete	Irvine Valley College	2016/2017	\$ 13,013,000	Locally Funded or Future
7	3	STADIUM AND SITE IMPROVEMENTS-Design	Saddleback College	2019/2020	\$ 62,230,000	Locally Funded or Future
9	-	ATHLETICS STADIUM RENOVATION-Proposal/Award	Saddleback College	2018/2019	\$ 36,000,000	Locally Funded or Future
18	4	CAMPUS VILLAGE (Interim Space) OFFLINE	Saddleback College	2019-2020	\$ 200,000	Locally Funded or Future
12	5	GATEWAY BUILDING	Saddleback College	2021/2022	\$ 40,402,000	FPP-Submitted
10	6	ATEP FIRST BUILDING - In Design	Irvine Valley College	2017/2018	\$ 26,300,000	Locally Funded or Future
-	7	ATEP UTILITIES/ INFRASTRUCTURE	Irvine Valley College	2017/2018	\$ 7,000,000	Locally Funded or Future
11	8	NEW PARKING LOT-PHASE I - Design	Irvine Valley College	2018/2019	\$ 6,755,000	Locally Funded or Future
13	9	FINE ARTS BUILDING	Irvine Valley College	2021/2022	\$ 35,125,000	FPP-Submitted
14	10	HEALTH CENTER/CONCESSIONS - Programming	Irvine Valley College	2020/2021	\$ 5,738,000	Locally Funded or Future
15	11	B-300 RENOVATION	Irvine Valley College	2021-2022	\$ 15,020,000	IPP-Submittal
16	12	SME BUILDING RENOVATION	Saddleback College	2022/2023	\$ 35,000,000	IPP-Submittal*
17	13	NEW ATEP BUILDING	Saddleback College	2023/2024	\$ 30,200,000	Locally Funded or Future
19	14	RENOVATE SOCCER & PRACTICE FIELDS	Irvine Valley College	2022/2023	\$ 5,900,000	Locally Funded or Future
20	15	STUDENT SERVICES RENOVATION	Saddleback College	2023/2024	\$ 25,200,000	IPP-Submitted
26	16	FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE	Irvine Valley College	2022/2023	\$ 6,700,000	Locally Funded or Future
27	17	GATEWAY BUILDING TRANSIT ENTRANCE PLAZA	Saddleback College	2022/2023	\$ 4,700,000	Locally Funded or Future
21	18	NEW PARKING LOT - PHASE II	Irvine Valley College	2022/2023	\$ 1,900,000	Locally Funded or Future
8	19	QUAD LANDSCAPE/HARDSCAPE RENOVATION	Saddleback College	2022/2023	\$ 1,000,000	Locally Funded or Future
22	20	FINE ARTS BUILDING RENOVATION	Saddleback College	2023/2024	\$ 29,000,000	Locally Funded or Future
23	21	A-QUAD LANDSCAPE/HARDSCAPE RENOVATION	Irvine Valley College	2023/2024	\$ 5,800,000	Locally Funded or Future
25	22	A-200 RENOVATION: SUCCESS CENTER	Irvine Valley College	2023/2024	\$ 4,700,000	Locally Funded or Future
28	23	SCIENCE MATH PLAZA RENOVATION	Saddleback College	2023/2024	\$ 2,900,000	Locally Funded or Future
29	24	CAMPUS ENTRANCE PLAZA RENOVATION	Irvine Valley College	2023/2024	\$ 8,600,000	Locally Funded or Future
30	25	HEALTH SCIENCES BUILDING RENOVATION	Saddleback College	2024/2025	\$ 8,900,000	Locally Funded or Future
31	26	RENOVATE PEDESTRIAN PATHWAYS-ARBORETUM TRAIL	Saddleback College	2024/2025	\$ 3,100,000	Locally Funded of Future
32	27	AUXILIARY GYMNASIUM	Irvine Valley College	2024/2025	\$ 17,500,000	Locally Funded or Future

Note: Items 16-27 are estimates from 2011 Education and Facilities Master Plan. Both scope and estimate will be refined during upcoming EFMP

^{*} Scope of work for Sciences Math Building in flux. Estimate maximizes work scope.

ITEM: 6.9 DATE: 3/27/17

**TO:** Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Authorization of Payment to Trustee Absent from Board

Meeting

**ACTION:** Approval

# **BACKGROUND**

Education Code Section 72024 (d) was amended to read "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district."

## **STATUS**

Trustee Barbara Jay was absent from the board meeting on February 27, 2017 due to illness.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 17-10 (Exhibit A) authorizing payment to Trustee Jay who was absent from the February 27, 2017 meeting of the Board of Trustees.

Item Submitted By: Debra L. Fitzsimons, Interim Chancellor

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

# RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING

#### **RESOLUTION 17-10**

Section 72024 (d) provides that "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district;" and

WHEREAS, on February 27, 2017, the Board of Trustees of the South
Orange County Community College District held a meeting; and

WHEREAS, Trustee Barbara Jay could not be present at the meeting; and WHEREAS, it was determined that Trustee Jays' absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Jay shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, February 27, 2017.

ITEM: 6.10 DATE: 3/27/17

**TO:** Board of Trustees

**FROM**: Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Agreements for Specialized Real Estate Advisory Services

for ATEP Site Development Project and General Real Estate Services,

FTI Consulting, Inc.

**ACTION**: Approval

# **BACKGROUND**

The District has utilized the services of specialized real estate advisors in connection with district related real estate matters along with the development of the site at the Advanced Technology & Education Park (ATEP) since 2008.

## **STATUS**

The District requires real estate advisory services such as transaction structuring and negotiations, structuring alternatives and financial analysis of various alternatives for general district-wide related real estate matters, along with more specialized advisory services for the ATEP Site Development Project.

The firm of FTI Consulting, Inc. has been identified as highly qualified to provide the services for the general district related real estate matters (EXHIBIT A) and the specialized advisory services for the ATEP Site Development Project (EXHIBIT B) as described in each of the professional services agreements. Each agreement will be effective March 28, 2017 through March 27, 2021. The professional fees for these projects will be based on a time and materials basis as listed in ATTACHMENT A of each agreement.

#### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the agreements for specialized real estate advisory services for general real estate matters (EXHIBIT A) and for ATEP Site Development Project related matters (EXHIBIT B) with FTI Consulting, Inc. on a time and materials basis, effective March 28, 2017 through March 27, 2021.

Item Submitted by: Kim McCord, Acting Vice Chancellor of Business Services



# INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT Real Estate Financial Advisory and Consulting Services

#### FTI Consulting, Inc.

March 28, 2017

This Independent Contractor / Professional Services Agreement ("Agreement") is between **South Orange County Community College District** ("District"), a California community college district and political subdivision of the State of California, and **FTI Consulting, Inc.** ("Contractor"), a Maryland corporation. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

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

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

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

The services, to be performed at the direction of the District, are expected to include providing real estate transaction and financial advisory services on various special projects as requested by the District. These services may include, but are not limited to:

- a. assist in transaction structuring and negotiations including providing input on structuring alternatives and financial analysis of various alternatives;
  - b. advising SOCCCD executive staff and Board of Trustees on real estate matters; and,
  - c. provide other support, as requested by SOCCCD, in furtherance of dealing with District real estate matters.

Any advice given or work product issued by Contractor is provided solely for the use of the District.

The services may be performed by FTI or by any affiliate of FTI, as FTI shall determine. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such affiliate and to any such agents or independent contractors and their employees.

The services, as outlined above, are subject to change as mutually agreed between District and Contractor.

2. <u>Term</u>. This Agreement shall commence on March 28, 2017, and shall continue in full force and effect thereafter until and including March 27, 2021 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

#### 3. Payment.

- A. <u>Amount of Compensation</u>. Fees in connection with this agreement will be based upon the time incurred providing the services as shown in ATTACHMENT A, using the hourly rates as shown.
- B. <u>For Reimbursement of Expenses</u>. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
  - i. Expenses of reproductions, except those needed for the use of the Contractor and her or her consultants or identified specifically as a deliverable, postage and handling of drawings, specifications and other documents including overnight/courier services are reimbursable upon District's prior written approval.
  - ii. For reimbursable expenses, compensation shall be computed at a multiple of one point one percent (1.1%) times the expenses incurred by the Contractor, and the Contractor's employees.

- C. <u>Method and Schedule of Payment</u>. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
  - i. <a href="Invoice">Invoice</a>. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Supplier Contract number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.
- 4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
- 5. <u>Trademark/Logo Use.</u> Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
- 6. <u>Independent Contractor</u>. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, 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. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.
- 7. <u>Use of Subcontractors</u>. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.
- 8. <u>Public Retirement System Retirees</u>. Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 June 30).

CalSTRS or CalPERS:	Agency Retired From:	Retirement Date:
Cais ins di Cair Ens.	Agency Retired From:	Netilent Date.

- 9. <u>Materials and Expenses</u>. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.
- 10. <u>Policies & Procedures and Rules & Regulations</u>. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

#### 11. Originality of Services.

- a. <u>Matters Produced Under this Agreement.</u> Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Notwithstanding any provision to the contrary, nothing in this Agreement grants the District any right, title or interest in any intellectual property developed by Contractor prior to the date of this Agreement, outside the scope of the services, or for use in its provision of services generally.
- b. <u>Contractor Use of Other Copyright/Trademark/Patent Materials.</u> Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
- 12. <u>Termination</u>. Either Party may, at any time, with or without cause, terminate this Agreement for whatever reason upon written notice to the other party. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- 13. <u>Indemnification and Limitation of Liability</u>. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any third party suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extracontractual liability and shall survive the termination of this Agreement. The District agrees that Contractor's total liability under this Agreement to the District for damages shall not exceed the total amount of the fees paid to Contractor under this Agreement.
- 14. <u>Insurance</u>. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contactor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance, which may be provided under Contractor's professional liability policy, with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its Commercial General Liability policy. Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

15. <u>Transportation</u>. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is

in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

- 16. <u>Assignment.</u> The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.
- 17. <u>Compliance with Applicable Laws</u>. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor 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 Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.
- 18. <u>Permits/Licenses</u>. Contractor and all Contractor'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 Work pursuant to this Agreement.
- 19. <u>Prevailing Wage.</u> Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.
- 20. <u>Professional Practices</u>. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
- 21. <u>Confidentiality</u>. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
- 22. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.
- 23. <u>Entire Agreement/Amendment</u>. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
- 24. <u>Non-Discrimination</u>. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
- 25. <u>Non-Waiver</u>. The failure of District or Contractor 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.

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

<u>District</u>: South Orange County Community College District

Attn: Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services

28000 Marguerite Parkway Mission Viejo, CA 92692-3635 Phone: (949) 582-4680

E-mail: dfitzsimons@socccd.edu

Contractor: FTI Consulting, Inc.

Attn: Gregory G. Gotthardt Senior Managing Director

633 W. 5th Street, Suite 1600

Los Angeles, CA 90071-2027 Phone: (213) 452-6323

Email: greg.gotthardt@fticonsulting.com

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

- 27. <u>Severability</u>. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 28. <u>Exhibits</u>. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
- 29. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
- 30. <u>Conflict of Interest</u>. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
- 31. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.
- 32. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.
- 33. <u>Approval by District's Board of Trustees</u>. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- 34. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.
- 35. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

- 36. <u>Certification Regarding Debarment, Suspension or Other Ineligibility</u>. (applicable to all agreements funded in part or whole with federal funds).
  - a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
  - b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
    - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
    - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
    - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
    - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
    - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

[SIGNATURES NEXT PAGE]

# IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR		SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT		
DV:		DV:		
BY:		BY:		
Signature of Authorized I	Representative	Signature of Authorized Representative		
Print		Print		
Name Gregory G. Gotthardt	Name Debra L. Fitzsimons			
Print		Print		
Title Senior Managing Director		Title Interim Chancellor		
·				
Date		Date		
		District's Board of Trustee's		
		Approval/Ratification Date :		
District Initiating Department	Office of Vice Chancello	or, Business Services		
District Contact Name	Sandi Sembiazza			
District Contact Extension	(949) 582-4663			
Funding Source (G/L Account)	72000-71000-			

ATTACHMENT A
Page 1 of 1

# FTI Consulting, Inc. Real Estate Advisory Services

Position	Standard Hourly Rate	Discounted Hourly Rate for annual fees which exceed \$200,000	Discounted Hourly Rate for annual fees which exceed \$300,000
Senior Managing Directors	\$ 600.00	\$ 570.00	\$ 541.50
Managing Directors	\$ 540.00	\$ 513.00	\$ 487.35
Senior Directors	\$ 440.00	\$ 418.00	\$ 397.10
Directors	\$ 380.00	\$ 361.00	\$ 342.95
Senior Consultants	\$ 316.00	\$ 300.20	\$ 285.19
Consultants	\$ 290.00	\$ 275.50	\$ 261.73



# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT ATEP Site Development Project Real Estate Financial Advisory and Consulting Services

# FTI Consulting, Inc.

March 28, 2017

This Independent Contractor / Professional Services Agreement ("Agreement") is between **South Orange County Community College District** ("District"), a California community college district and political subdivision of the State of California, and **FTI Consulting, Inc.** ("Contractor"), a Maryland Corporation. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

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

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

1. <u>Scope of Service</u>. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

Services to be provided by Contractor ("Work"):

The services, to be performed at the direction of the District, are expected to include providing real estate transaction and financial advisory services related to the ATEP Site Development Project as requested by the District. These services may include, but are not limited to:

- a. assist in transaction structuring and negotiations including providing input on structuring alternatives and financial analysis of various alternatives;
  - b. advising SOCCCD executive staff and Board of Trustees on ATEP related real estate matters; and,
- c. provide other support, as requested by SOCCCD, in furtherance of dealing with District ATEP real estate matters.

Any advice given or work product issued by Contractor is provided solely for the use of the District.

The services may be performed by FTI or by any affiliate of FTI, as FTI shall determine. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such affiliate and to any such agents or independent contractors and their employees.

The services, as outlined above, are subject to change as mutually agreed between District and Contractor.

2. <u>Term</u>. This Agreement shall commence on March 28, 2017, and shall continue in full force and effect thereafter until and including March 27, 2021 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

# 3. Payment.

- A. <u>Amount of Compensation</u>. Fees in connection with this agreement will be based upon the time incurred providing the services as shown in ATTACHMENT A, using the hourly rates as shown.
- B. <u>For Reimbursement of Expenses</u>. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
  - i. Expenses of reproductions, except those needed for the use of the Contractor and her or her consultants or identified specifically as a deliverable, postage and handling of drawings, specifications and other documents including overnight/courier services are reimbursable upon District's prior written approval.

- ii. For reimbursable expenses, compensation shall be computed at a multiple of one point one percent (1.1%) times the expenses incurred by the Contractor, and the Contractor's employees.
- iii. Expenses of reproductions, except those needed for the use of the Contractor and her or her consultants or identified specifically as a deliverable, postage and handling of drawings, specifications and other documents including overnight/courier services are reimbursable upon District's prior written approval.
- iv. For reimbursable expenses, compensation shall be computed at a multiple of one point one percent (1.1%) times the expenses incurred by the Contractor, and the Contractor's employees.
- C. <u>Method and Schedule of Payment</u>. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
  - i. <a href="Invoice">Invoice</a>. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized expenses incurred during the billing period. All District-authorized expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Supplier Contract number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.
- 4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
- 5. <u>Trademark/Logo Use.</u> Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
- 6. <u>Independent Contractor</u>. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, 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. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.
- 7. <u>Use of Subcontractors</u>. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any

subcontractor's acts or omissions as set forth in Section 13.

8. <u>Public Retirement System Retirees</u>. Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).

CalSTRS or CalPERS:	Agency Retired From:	Retirement Date:

- 9. <u>Materials and Expenses</u>. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.
- 10. <u>Policies & Procedures and Rules & Regulations</u>. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.
- 11. Originality of Services.
  - a. <u>Matters Produced Under this Agreement.</u> Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
  - b. <u>Contractor Use of Other Copyright/Trademark/Patent Materials.</u> Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
- 12. <u>Termination</u>. Either Party may, at any time, with or without cause, terminate this Agreement for whatever reason upon written notice to the other party. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- 13. <u>Indemnification</u>. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.
- 14. <u>Insurance</u>. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contactor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635,

before Work is to commence.

- 15. <u>Transportation</u>. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.
- 16. <u>Assignment.</u> The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.
- 17. <u>Compliance with Applicable Laws</u>. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor 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 Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.
- 18. <u>Permits/Licenses</u>. Contractor and all Contractor'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 Work pursuant to this Agreement.
- 19. <u>Prevailing Wage.</u> Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.
- 20. <u>Professional Practices</u>. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
- 21. <u>Confidentiality</u>. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
- 22. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.
- 23. <u>Entire Agreement/Amendment</u>. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
- 24. <u>Non-Discrimination</u>. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
- 25. <u>Non-Waiver</u>. The failure of District or Contractor 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.

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

<u>District</u>: South Orange County Community College District

Attn: Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services

28000 Marguerite Parkway Mission Viejo, CA 92692-3635 Phone: (949) 582-4664

E-mail: dfitzsimons@socccd.edu

Contractor: FTI Consulting, Inc.

Attn: Gregory G. Gotthardt Senior Managing Director 633 W. 5th Street,

Suite 1600

Los Angeles, CA 90071-2027 Phone: (213) 452-6323

Email: greg.gotthardt@fticonsulting.com

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

- 27. <u>Severability</u>. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 28. <u>Exhibits</u>. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
- 29. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
- 30. <u>Conflict of Interest</u>. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
- 31. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.
- 32. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.
- 33. <u>Approval by District's Board of Trustees</u>. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- 34. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.
- 35. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

- 36. <u>Certification Regarding Debarment, Suspension or Other Ineligibility</u>. (applicable to all agreements funded in part or whole with federal funds).
  - a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
  - b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
    - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
    - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
    - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
    - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
    - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

[SIGNATURES NEXT PAGE]

# IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR		SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT		
BY:		BY:		
Signature of Authorized Representative		Signature of Authorized Representative		
Print	.,	Print		
Name Gregory G. Gotthardt		Name Debra L. Fitzsimons		
Print		Print		
Title Senior Managing Director		Title Interim Chancellor		
Date		Date		
District's Board of Trustee's		District's Board of Trustee's		
		Approval/Ratification Date :		
District Initiating Department	Office of Vice Chance	llor, Business Services		
District Contact Name	Sandi Sembiazza			
District Contact Extension	(949)582-4663			
Funding Source (G/L Account)	t) 7			

ATTACHMENT A
Page 1 of 1

# FTI Consulting, Inc. ATEP Related Real Estate Advisory Services

Position	Hourly Rate
Senior Managing Directors	\$ 625.00
Managing Directors	\$ 575.00
Senior Directors	\$ 470.00
Directors	\$ 425.00
Senior Consultants	\$ 355.00
Consultants	\$ 275.00

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.11 DATE: 3/27/17

TO: **Board of Trustees** 

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104

Adult Education Block Grant (AEBG), Tustin Unified School District Grant

Subcontract Agreement FY 2016-2017

ACTION: Approval

# **BACKGROUND**

In FY 2013-2014, the State Budget included a two year, \$25 million statewide adult education planning grant. Under the planning grant, the South Orange County Regional Consortium (SOCRC) was created consisting of Irvine Valley College, Saddleback College, Saddleback Valley Unified School District, Capistrano Unified School District, Tustin Unified School District, Laguna Beach Unified School District, Irvine Unified School District, Coast Regional Occupation Program, South Regional Occupation Program and the Orange County Department of Education.

On December 14, 2015, the Board approved Dr. Tod A. Burnett, or his designee. to serve as the approved representative to the SOCRC AB104 Adult Education Block Grant through June 2016, and Dr. Glenn R. Roquemore, or his designee, for FY 2016-2017.

Transitioning from planning to implementation, the FY 2016-2017 State Budget included a \$500 million to the California Community College Chancellor's Office and the California Department of Education to allocate funding for the Adult Education Block Grant (AEBG) which was allocated to regional consortiums to implement Adult Education programs in support of AB104.

South Orange County Regional Consortium (including both Irvine Valley College and Saddleback College) received \$4,579,171 for FY 2016-2017.

# **STATUS**

The SOCRC members may enter into agreements with unified school districts to distribute AEBG funds. As the lead agency in the northern service area, Irvine Valley College uses this model in disbursing these funds to Tustin Unified School District. These funds are used to support program projects and activities related to adult education as part of AEBG. Irvine Valley College, as the approved representative for the consortium for FY 2016-2017, has agreed to an allocation amount of \$822,723 to Tustin Unified School District as stated in the Adult Education Block Grant subcontractor agreement (EXHIBIT A) commencing July 1, 2016 and continuing through June 30, 2017. The subcontractor agreement is based upon a SOCCCD template, which has been reviewed by legal counsel.

Item Submitted By: Dr. Glenn R. Roguemore, President Dr. Todd A. Burnett, President

Kim McCord, Acting Vice Chancellor, Business Services

# **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the Adult Education Block Grant subcontractor agreement (EXHIBIT A) with the Tustin Unified School District to allocate the sum of \$822,723 for the South Orange County Regional Consortium AB104 Adult Education Block Grant funding during FY 2016-2017.



**Exhibit A** 

# GRANT SUBCONTRACT BETWEEN SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and TUSTIN UNIFIED SCHOOL DISTRICT

This GRANT SUBCONTRACT ("Agreement") is made by and between the South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and the Tustin Unified School District ("School"), a public school district organized and existing pursuant to the laws of the State of California. District and School may be referred to herein individually as "Party" and, collectively, as "Parties."

### RECITALS

- A. WHEREAS, California Education Code section 10900, et seq., authorizes the governing bodies of school districts and other local public agencies to cooperate with each other to organize, promote and conduct community recreational and educational programs.
- B. WHEREAS, District and School are both educational institutions organized and operating in accordance with the laws of the State of California. The Parties have agreed to partner in activities to further the Adult Education Block Grant (AEBG) objectives. The District and School have found and determined that such offering is not inconsistent with the functions of their respective educational institutions.
- C. WHEREAS, the 2015-2016 State Budget appropriated \$500 million to the California Community College Chancellor's Office (CCCCO) and the California Department of Education to allocate funding for adult education. The funds will be provided to eligible consortia for the purpose of implementing regional plans for adult education. The intent of the AEBG was to expand and improve the provision of adult education via these consortia. District is a member of the South Orange County Regional Consortium (SOCRC).
  - D. WHEREAS, the District and School desire to enter into this program.
- E. WHEREAS, District and School acknowledge that its respective participation in said activities is strictly voluntary.

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

- Incorporation of Recitals. The above recitals are incorporated as effective and operative parts of this
  Agreement.
- Term. This Agreement shall commence July 1, 2016, and shall continue in full force and effect thereafter until and including June 30, 2017, contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation.

# 3. School Responsibilities.

a. <u>Scope of Work</u>. School shall perform the Scope of Work generally described in the Participation Agreement, for the respective grant award listed below:

Exhibit A (FS430/State Grant Number G026)

As a part of this Scope of Work, the School, expressly agrees to track and certify all expenditures, including the quarterly fiscal reporting required under the guidelines of the Adult Education Block Grant. This includes, but is not limited to, the provision of certified expenditures and all documents relating

thereto, reported quarterly in the fiscal workbooks provided by the Chancellor's Office of the State of California.

# 4. Budget and Allowable Expenses

- a. The School will administer the program budget in accordance with the AEBG legislation and budget development guidelines. The School will ensure that all program expenditures are reasonable, necessary, and allowable.
- b. The School will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- The School will adhere to the guidelines of the allowable expenses per the AEBG as reflected in Exhibit B.
- 5. <u>Compensation and Invoicing</u>. District agrees to provide School, as full consideration and compensation for School's performance of work under this Agreement, an amount of Four-Hundred-Thousand Dollars (\$400,000) representing the SOCRC allocation, and an amount of Four-Hundred-Twenty-Two-Thousand-Seven-Hundred-Twenty-Three Dollars (\$422,723) representing the Maintenance of Operation (MOE), for a sum total amount not to exceed Eight-Hundred –Twenty-Two-Thousand Seven-Hundred-Twenty-Three Dollars (\$822,723) ("Contract Amount").

The School will report to District the cost breakdown by program and object of expenditures per the regular reporting cycle of AEBG.

District agrees to pay the School as funds are received from the CCCCO.

All allowable expenditures must be encumbered and/or the services rendered prior to **June 30**, **2017**, unless expressly authorized by the District based on communication from the Chancellor's Office of the State of California.

# 6. Records/Audits.

# A. Records

In accordance with Adult Education Block Grant (AEBG AB104), in order to be in compliance with state requirements, the School must maintain records regarding the use of grant funds, progress made towards grant objectives/performance, and placement and use of equipment purchased with grant funds.

- 1. Records regarding use of grant funds:
  - a. The School will maintain appropriate financial records in accordance with generally accepted accounting practices.
  - b. The School will maintain original financial documentation (invoices and receipts) on file at the School's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or designated staff to view such records.
  - c. The School will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant if appropriate.

- 2. Records regarding progress toward grant objectives/performance:
  - a. The School will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
  - b. School agrees to cooperate with Project Evaluator and supply information and records needed to track progress.

# B. Audit

- The School shall preserve and make available all records related to this agreement for examination by District, and/or their duly authorized representatives or agents:
  - a. The School shall retain these records for three years after the completion of the grant;
  - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later:
  - c. The retention period starts on the day the School submits its last expenditure report for that period, but not before July 1, 2017.
  - Failure to comply with terms of this paragraph may lead to the termination of the Agreement.
- 2. As required by California Education Code Section 84040, District and School will conduct their annual financial and compliance audit with each covering the cost for their respective audits.
- 7. <u>Termination</u>. Either Party may terminate this Agreement at any time, with our without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.
- 8. <u>Indemnification</u>. School agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by School, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District.

This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to hold harmless and indemnify School, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by School. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

9. <u>Insurance</u>. School agrees to maintain, in full force and effect, at Schools expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

School agrees to name the South Orange County Community College District, the South Orange County Community College District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). School shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to the South Orange County Community College District, Attn: Purchasing, Contract, and Material Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692, before services are to commence.

# 10. Independent Contractor.

Independent Contractor. School, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. School, 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. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. School shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to School's employees. School agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of School to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to School's employees.

- 11. Compliance with Applicable Laws. In performing the work, both Parties shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. District shall not be responsible for compliance with any rules or regulations applicable to school districts that are not expressly incorporated into this Agreement. School and all School'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.
- 12. Assignment. Neither Party shall assign or transfer any of its rights or obligations under this Agreement,

including by operation of law or change of control or merger, without the other Party's prior written consent.

- 13. <u>Trademark/Logo Use</u>. School must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish School with camera-ready artwork for such use.
- 14. <u>Non-Waiver</u>. The failure of District or School 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.
- 15. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

<u>District</u>: South Orange County Community College District

Attn: Assistant Superintendent/VP Business Services

28000 Marguerite Parkway

Mission Viejo, CA 92692

Phone: (949) 582-4664

E-Mail: dfitzsimons@socccd.edu

School: Tustin Unified School District

Attn: Virginia Burrows/Dustin O'Malley

1151 San Juan Street Tustin, CA 92780

714 730-7395 x 52110

vburrows@tustin.k12.ca.us

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

16. Entire Agreement and Amendment. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

# Signature Page to Follow

*In Witness Whereof*, the Parties have caused this Memorandum of Understanding to be executed on their behalf by their respective duly-authorized representatives.

TUSTIN UNIFIED SCHOOL DISTRICT		SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT			
BY:		BY:			
Authorized Representative		Authorized Representative			/e
Print		Print			
Name		Name	Dr. Debra Fitz	simons	
Print		Print			
Title		Title	Vice Chancellor	– Business Se	rvices
Date		Date			·
District Initiating Department	IVC – Business Science	es. Online	e and Extended	Education	
District Contact Name	Cathleen Greiner				
District Contact Extension	949-451-5565				

# **EXHIBIT A [Of Agreement]**

# PARTICIPATION AGREEMENT - SCOPE OF WORK

**Project Name: Adult Education Block Grant** 

**General Project Description:** To engage in activities that support the South Orange County Regional Consortium's (SOCRC) state-approved plan for serving adult students in the region through the following program areas:

Project Timeline: July 1, 2016 to June 30, 2017

# SCOPE OF WORK (General):

- Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
- 2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
- 3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
- 4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
- 5. Programs for adults with disabilities.
- 6. Programs in career technical education that are short term in nature and have high employment potential.
- 7. Programs offering pre-apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

# **EXHIBIT B** [Of Agreement]

# Other Terms and Conditions: Allowable Use of Funds

Use of these funds under the stated contract period must be in compliance with the published guidance document Allowable Uses of AB104 Adult Education
Block Grant Funds; questions should be directed to the appropriate consortium-level or state-level adviser for consultation and assistance. The reference can be located at <a href="http://actog.co.edu/portation/docs/Allowable/20Uses/220Guide/.20031616.pdf">http://actog.co.edu/portation/docs/Allowable/.20Uses/220Guide/.20031616.pdf</a> or by viewing the language as noted below.

### All allowable costs must meet three primary criteria:

- a. Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations
- b. The cost must be allocable to the funding source activities
- c. The cost must be a general expense required to carry out the consortia member's overall responsibilities (i.e. not supplanting; The funds may not free up state or local dollars for other purposes, but should create or augment programs to an extent not possible without AEBG funding.).
- 2. Uses of these funds must have direct correlation to activities published in the approved South Orange County Regional Consortia plan.

Allowable Uses of AB104 Adult Education Block Grant

**AB104 Adult Education Block Grant** 

Funding source: AB104, Section 39, Article 9

Version 2 Release: March 16, 2016

Examples of Allowable Expenditures (specific to AB104)

### Sample Expenditures Listed by Objective

Sample expenditures listed by objective include, but are not limited to the following:

Objective #3: Activities for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.

The consortium will align and connect existing and future adult education programs to postsecondary academic pathways and/or career pathways leading to employment. Consortia should address alignment of placement tools, curriculum, assessment tools and rubrics, and student performance outcomes across delivery systems to ensure that student transition paths, both between providers and into postsecondary credit programs, are understood and supported across all systems.

# Examples of allowable expenditures:

* Research and contractual services	* Follow-up and Orientation Services
* Assessment for Placement Services	* Computer Hardware or Software Equipment
* In State Travel	* Meeting supplies
* Office supplies	* Publication and Outreach Material
* Supplemental instruction and tutoring	* Instructional materials and equipment
	* Assessment for Placement Services  In State Travel  Office supplies

* Counseling, Advising, & other student education planning services

Objective #4: Activities to address the gaps identified pursuant to the evaluation of regional needs and the evaluation of current levels and types of adult education programs.

Describes the consortium response to the gaps identified in the region. These might include, but are not limited to, working with other partners in the service area, developing or expanding programs and plans to assess the effectiveness of these expanded efforts.

Activities identify programming and service gaps including lack of providers, services, access, attainment, and/or performance. Activities also include strategies to incrementally increase capacity in identified gap areas (e.g., using distance learning to reach adult populations in a consortium's region who are currently underserved).

The AB86 approved 3 year consortia plan includes the resources needed to carry out those strategies, the costs involved, the consortium participants responsible for implementing the identified strategies, the methods for assessing the progress made toward implementing the identified strategies, and a timeline for accomplishing the various implementation steps.

### Examples of allowable expenditures:

* Staff/instructor time for new classes	Supplemental instruction and tutoring	* Research and contractual services
* Program coordination and staff/instructor time	* Follow-up and Orientation Services	* Computer Hardware or Software Equipment
* Staff/instructor stipends	* In State Travel	* Meeting supplies
* Space Use Agreements planning services	* Office supplies	* Counseling, Advising, and other student education
* Classroom reconfiguration	* Publication and Outreach Material	* Instructional materials and equipment
Classroom furniture	* Program and curriculum planning and development	

Objective #5: Activities to employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.

### Examples of allowable expenditures:

* Program coordination and staff/instructor time	* Research and contractual services	* Follow-up and Orientation Services
* Staff/instructor stipends	* Computer Hardware or Software Equipment	* In State Travel
Program and curriculum planning and development	* Meeting supplies	* Office supplies
Articulation	* Publication and Outreach Material	* Supplemental instruction and tutoring
* Instructional materials and equipment	* Counseling, Advising, and other student education	planning services

Objective #6: Activities to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

# Examples of allowable expenditures:

Program coordination and staff/instructor time	* Research and contractual services	* In State Travel and Out of State Travel
* Staff/instructor stipends	* Meeting supplies	* Office supplies
Professional Development	Publication and Outreach Material	

Objective #7: Activities to leverage existing regional structures, including, but not limited to, local workforce investment areas.

Describes how the consortium will leverage existing assets or structures to benefit the adult learners in the region. These assets or structures might include, for example, contributions from or collaborations with existing members, Local Workforce Investment Boards (WIBs), industry employer groups, chambers of commerce, and county libraries.

# Examples of allowable expenditures:

Program coordination and staff/instructor time	* Research and contractual services	* In State Travel
* Staff/instructor stipends	* Meeting supplies	* Space Use Agreements

# Examples of Allowable Expenditures by AB104 Objective of Expenditure

# **Reporting Categories**

1000: Instructional Salaries, Supervisor's Salaries, Counselor's Salaries, and Project

Coordinator / Director's Salaries.

Example: Program Director/Coordinator and Staff - AEBG director/coordinator who has direct responsibility for coordinating the program services, developing and monitoring the program plan and budget, reviewing data submissions to ensure accuracy and completing required program reports. Staff who work directly in the program, all positions -- classified, faculty or administrative -- must directly support program services, as reflected in job descriptions and included in the AB104.3 year Consortium Plan and Annual Plan. The member/consortium must be able to document staff time charged to the program. Costs may include salaries or wages and employee benefits.

Costs must be prorated for employees who are assigned to AEBG on a part-time basis.

2000: Non Instructional Salaries: Classified Staff (non-instructional) Salaries, and Instructional Aides Salaries.

Example - Counseling, Advising, and Other Student Education Planning Services - AEBG members may use funds to pay for counseling, advising, and other education planning services provided to students. This may include salary and benefit costs of staff who provide these services, costs related to the provision of workshops, group counseling or advising sessions, online advising, etc. unless those workshops or group sessions are part of a course that generates apportionment (FTES). AEBG funds cannot be used to pay for services that are provided through an apportionment generating activity.

Example: Orientation Services - Development and delivery of orientation services: this may include staff and materials costs to deliver group orientations, workshops, development of online orientation resources, etc.

3000: Employee Benefits.

4000: Supplies & Material - books, supplies for the adult education program (office), outreach, and recruitment materials.

Example: Publications and Outreach Materials - Reasonable costs to develop and produce materials to promote AEBG services and activities. Examples include materials for orientation and assessment workshops, guides for creating an education plan, brochures about supportive services, etc.

Example: Food and Beverages - funds can be used to provide food or non-alcoholic beverages for students or staff, provided that there is no local board policy prohibiting these costs. Food and beverage costs must be for activities or functions consistent with the objectives of the AEBG 3 year Consortia Plan and the Annual Plan. Funds cannot be used to pay for general activities such as open houses or other events not directly related to AEBG.

5000: Other Operating Expenses and Services – AB104 AEBG related conferences and travel expenses, meeting supplies for AEBG related activities, consultants, subcontractors, speaker fees at AEBG workshops, and leases for AEBG related space and equipment.

6000: Capital Outlay & Equipment - computer hardware/software/printer, space use agreements.

Example: Computer Hardware and Software and Equipment - Members may use program funds to purchase computer hardware, software, and equipment to assist in the delivery of AEBG services if the purchases are included in the AEBG Annual Plan.

These could include education planning software. Equipment purchased by the program that is no longer needed or is being replaced cannot be donated to another non-AEBG program. District policies regarding the use and disposal of surplus equipment must be followed.

Example: Follow-Up Services – AEBG members may use program funds to pay for communication or early alert systems designed to notify students of their academic standing or intervention services that may include related workshops targeting students on probation or facing dismissal.

Example: Assessment for Placement Services - Purchase of assessment tests and the implementation of multiple measures used for course placement, career assessments, assessment center staff, test proctors, communication to students, practice tests, etc. This may include evaluators or other staff who collect and review of multiple measures data, such as transcripts from other schools, military service and work experience, and specialized certificates and licenses.

Examples of Allowable Expenses by AB104 Types of Activities

Program and curriculum planning and development: Development of an AEBG tutoring program. Development of an AEBG curriculum planning guide. Development of an AEBG drop in peer help center. Development of online distance education courses for AEBG students. Curriculum development for AEBG courses, including new courses.

Student assessment: Purchase of computers and equipment such as scanners, to assess AEBG student abilities. Purchase of software and licenses for assessment. Salary of non-instructor hired to administer AEBG assessment tests. Development and implementation of assessment intervention programs. Research and development methods for assessment preparation.

Advisement and counseling services: Salary of AEBG advisor or counselor. Salary of AEBG mentor. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of an AEBG email list that delivers adult education information to adult education students. Direct advising and counseling services for adult education students. Embedded counseling in adult education courses. Counseling and advising in support of adult education courses.

Supplemental instruction and tutoring: Purchase of a web-based interactive program of supplemental instruction for AEBG. Purchase of training videos, or online training videos, or similar that supplement AEBG instruction. Direct tutoring to adult education students in AEBG areas. Supplemental instruction for AEBG students. Salary of teaching assistants assisting AEBG instructors.

Articulation: Cost of studies that evaluate applicable English and mathematics courses, to identify important points of instruction to include in AEBG course curriculum. Support for AEBG faculty/leachers to attend or host meetings and discussions on course alignments and student preparation as these pertain to AEBG courses. Stipends for meetings, portfolio sharing, and discussions on course alignment and curriculum.

Instructional materials and equipment: Purchase of learning materials and equipment that support AEBG students. The costs for safe storage of AEBG supplies, equipment, instructional materials, and similar. Purchase of textbooks and learning materials used in AEBG courses. Purchase of AEBG instructional software. All learning materials and equipment that support AEBG courses and students. Purchase of computers to assess AEBG abilities. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of materials distribution across a variety of media, to AEBG students. Purchase of a web-based interactive program of supplemental instruction for AEBG courses. Purchase of training videos that supplement AEBG instruction.

Coordination: Salary of AEBG coordinator, or assistants, or project leads for hours of service provided, not to supplant a teaching salary. Cost of seminars to raise AEBG awareness among faculty. Cost of a consultant providing services to create, coordinate, and implement AEBG programs.

Research: Purchase of electronic support equipment, hardware and/or software for in- class use by AEBG students, used to capture data. Salary of qualified researcher hired to quantitatively assess AEBG student data against outcomes of success. Cost of creating a safe storage process for AEBG research data. Expanded bandwidth of research capabilities and services related to AEBG data systems and queries.

Professional development: Travel to events whose training will directly benefit AEBG students, will enhance AEBG instructor capabilities, or both. Replication of AEBG related training, provided by attendees who return to their schools to share this knowledge with their peers. Cost of seminars to raise AEBG awareness among faculty/teachers. Cost of an AEBG professionals/consultants providing services to create, coordinate, implement, and improve AEBG programs. Workshop, conferences, and seminars attendance directly related to AEBG programs and students. Support for learning communities for professional development for faculty/teachers to learn AEBG best practices.

Example of Expenses Not Allowed or that Need Prior Approval (specific to

AB104) include, but are not limited to:

### 1. Construction

Any capital outlay (including building improvements, rental space, leases, construction, etc.) will also be closely scrutinized. It will require that you notify the AEBG Office of your consortium's (including any member in that consortium) intent. This is an informational e-mail only. The AEBG Office reserves the right to ask questions regarding any purchase and can prohibit any activity that it deems not meeting the reasonable and justifiable criteria

# 2. Other Staff Salaries and Benefits

Program funds cannot be used to pay for any staff that does not directly support the

AEBG services described in the consortium's approved plan.

# 3. Political or Professional Dues, Memberships, or Contributions

Funds cannot be used for these activities, unless professional membership is an institutional requirement. Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

# 4. Unrelated Travel Costs

Program funds may not be used for the cost of travel not directly related to program activities or functions.

# 5. Vehicles

Any funds used to purchase vehicles needs to have prior approval by the AEBG Office.

# 6. Clothing

Program funds may not be used to purchase clothing for individual students such as jackets, sweatshirts, or tee shirts (gift of funds). However, clothing for a classroom is permissible – i.e. aprons for a culinary class, welding helmets, etc.

# 7. Entertainment Costs

Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

# 8. Fines and Penalties

# Exhibit A Page 12 of 12

Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

# 9. Travel

Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

Out of State Travel: Consortia are required to complete an Out-of-State Travel Request Form and submit the form to the AEBG Office for prior approval. Such travel must also be disclosed in the Annual Plan template, reported in the AB104 online grant budget, as well as in the expenditure & progress reports. Out-of-State Travel Request forms are posted on the AEBG website under resources). The state reserves the right to limit Out-of-State travel.

http://aebg.cccco.edu/Resources

Out of Country Travel: The AEBG Office has determined that Out-of-Country travel will not be an allowed via this funding source.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.12 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104

Adult Education Block Grant (AEBG), Irvine Unified School District Adult

Education Block Grant Subcontract Agreement FY 2016-2017

**ACTION:** Approval

# **BACKGROUND**

In FY 2013-2014, the State Budget included a two year, \$25 million statewide adult education planning grant. Under the planning grant, the South Orange County Regional Consortium (SOCRC) was created consisting of Irvine Valley College, Saddleback College, Saddleback Valley Unified School District, Capistrano Unified School District, Tustin Unified School District, Laguna Beach Unified School District, Irvine Unified School District, Coast Regional Occupation Program, South Regional Occupation Program and the Orange County Department of Education.

On December 14, 2015, the Board approved Dr. Tod A. Burnett, or his designee, to serve as the approved representative to the SOCRC AB104 Adult Education Block Grant through June 2016, and Dr. Glenn R. Roquemore, or his designee, for FY 2016-2017.

Transitioning from planning to implementation, the FY 2016-2017 State Budget included a \$500 million to the California Community College Chancellor's Office and the California Department of Education to allocate funding for the Adult Education Block Grant (AEBG) which was allocated to regional consortiums to implement Adult Education programs in support of AB104.

South Orange County Regional Consortium (including both Irvine Valley College and Saddleback College) received \$4,579,171 for FY 2016-2017.

# STATUS

The SOCRC members may enter into agreements with unified school districts to distribute AEBG funds. As the lead agency in the northern service area, Irvine Valley College uses this model in disbursing these funds to the Irvine Unified School District. These funds are used to support program projects and activities related to adult education as part of AEBG. Irvine Valley College, as the approved representative for the consortium for FY 2016-2017, has agreed to an allocation amount of \$300,000 to Irvine Unified School District as stated in the Adult Education Block Grant subcontractor agreement (EXHIBIT A) commencing July 1, 2016 and continuing through June 30, 2017. The subcontractor agreement is based upon a SOCCCD template, which has been reviewed by legal counsel.

Item Submitted By: *Dr. Glenn R. Roquemore, President Dr. Tod A. Burnett, President* 

Kim McCord, Acting Vice Chancellor, Business Services

# **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the Adult Education Block Grant subcontractor agreement (EXHIBIT A) with the Irvine Unified School District to allocate the sum of \$300,000 for the South Orange County Regional Consortium AB104 Adult Education Block Grant funding during FY 2016-2017.



# AGREEMENT BETWEEN SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and IRVINE UNIFIED SCHOOL DISTRICT

This Agreement ("Agreement") is made by and between the South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and the Irvine Unified School District ("School"), a public school district organized and existing pursuant to the laws of the State of California. District and School may be referred to herein individually as "Party" and, collectively, as "Parties."

# **RECITALS**

- A. WHEREAS, California Education Code section 10900, et seq., authorizes the governing bodies of school districts and other local public agencies to cooperate with each other to organize, promote and conduct community recreational and educational programs.
- B. WHEREAS, District and School are both educational institutions organized and operating in accordance with the laws of the State of California. The Parties have agreed to partner in activities to further the Adult Education Block Grant (AEBG) objectives. The District and School have found and determined that such offering is not inconsistent with the functions of their respective educational institutions.
- C. WHEREAS, the 2015-2016 State Budget appropriated \$500 million to the California Community College Chancellor's Office (CCCCO) and the California Department of Education to allocate funding for adult education. The funds will be provided to eligible consortia for the purpose of implementing regional plans for adult education. The intent of the AEBG was to expand and improve the provision of adult education via these consortia. District is a member of the South Orange County Regional Consortium (SOCRC).
  - D. WHEREAS, the District and School desire to enter into this program.
  - E. WHEREAS, District and School acknowledge that its respective participation in said activities is strictly voluntary.

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

- 1. Incorporation of Recitals. The above recitals are incorporated as effective and operative parts of this Agreement.
- Term. This Agreement shall commence July 1, 2016, and shall continue in full force and effect thereafter until and including June 30, 2017, contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation.

# 3. School Responsibilities.

a. <u>Scope of Work</u>. School shall perform the Scope of Work as established by the District and agreed upon by the School that will be detailed using Exhibit A, Participation Agreement, for the respective grant award listed below:

Exhibit A (FS430/State Grant Number G026)

As needed, the Scope of Work can be amended and modified based on written approval by the Parties. School should not begin specified work without a fully-executed Exhibit A, Participation Agreement. By signing this Agreement, the District and School agree that exhibits will be signed by the School's Authorized Representative assigned to complete the Scope of Work and District's Authorized Representative, and will be binding under this Agreement without further action by the Parties.

As a part of this Scope of Work, the School, expressly agrees to track and certify all expenditures, including the quarterly fiscal reporting required under the guidelines of the Adult Education Block Grant. This includes, but is not limited to, the provision of certified expenditures and all documents relating thereto, reported quarterly in the fiscal workbooks provided by the Chancellor's Office of the State of California.

# 4. Budget and Allowable Expenses

- a. The School will administer the program budget in accordance with the AEBG legislation and budget development guidelines. The School will ensure that all program expenditures are reasonable, necessary, and allowable.
- b. The School will not exceed approved California Department of Education travel reimbursement rates for travel

charged to this program.

- c. The School will adhere to the guidelines of the allowable expenses per the AEBG as reflected in Exhibit B.
- 5. Compensation and Invoicing. District agrees to reimburse School, as full consideration and compensation for School's performance of work under this Agreement, a total amount not to exceed Three Hundred Thousand (\$300,000) ("Contract Amount"). School shall invoice the District for the agreed activities listed in Exhibit A upon their completion, providing the required supporting documentation for reimbursement (payroll records, invoices, etc.). Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the School and properly executed by the District and the School has submitted a completed Vendor Form/Substitute Form W-9 to School's Procurement, Contract and Material Management Services Department.

The School will report to District the cost breakdown by program and object of expenditures per the regular reporting cycle of AEBG.

District agrees to pay the School as funds are received from the CCCCO. No reimbursement request will be required from the School to receive the funds.

All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2017, unless expressly authorized by the District based on communication from the Chancellor's Office of the State of California.

# 6. Subcontracts.

School must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between School and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, School shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 9.

# 7. Records/Audits.

# A. Records

In accordance with Adult Education Block Grant (AEBG AB104), in order to be in compliance with state requirements, the School must maintain records regarding the use of grant funds, progress made towards grant objectives/performance, and placement and use of equipment purchased with grant funds.

- 1. Records regarding use of grant funds:
  - The School will maintain appropriate financial records in accordance with generally accepted accounting practices.
  - b. The School will maintain original financial documentation (invoices and receipts) on file at the School's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or designated staff to view such records.
  - c. The School will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant if appropriate.
- 2. Records regarding progress toward grant objectives/performance:
  - a. The School will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
  - b. School agrees to cooperate with Project Evaluator and supply information and records needed to track progress.

# B. Audit

- The School shall preserve and make available all records related to this agreement for examination by District, and/or their duly authorized representatives or agents:
  - a. The School shall retain these records for three years after the completion of the grant;
  - If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
  - c. The retention period starts on the day the School submits its last expenditure report for that period, but not before July 1, 2017.
  - d. Any costs that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired;
  - e. Failure to comply with terms of this paragraph may lead to the termination of the Agreement.
- 2. As required by California Education Code Section 84040, District and School will conduct their annual financial and compliance audit with each covering the cost for their respective audits.
- 8. <u>Termination</u>. Either Party may terminate this Agreement at any time, with our without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.
- 9. <u>Indemnification</u>. School agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by School, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to hold harmless and indemnify School, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by School. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

10. <u>Insurance</u>. School agrees to maintain, in full force and effect, at Schools expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

School agrees to name the South Orange County Community College District, the District's Foundation, the South Orange County Community College District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). School shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to the South Orange County Community College District, Attn: Purchasing, Contract, and Material Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692, before services are to commence.

# 11. Independent Contractor.

Independent Contractor. School, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. School, 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. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. School shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to School's employees. School agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of School to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to School's employees.

- 12. Compliance with Applicable Laws. In performing the work, both Parties shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. District shall not be responsible for compliance with any rules or regulations applicable to school districts that are not expressly incorporated into this Agreement. School and all School'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.
- 13. <u>Assignment</u>. Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.
- 14. <u>Trademark/Logo Use</u>. School must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish School with camera-ready artwork for such use.
- 15. <u>Non-Waiver</u>. The failure of District or School 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.
- 16. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

<u>District</u>: South Orange County Community College District

Attn: Assistant Superintendent/VP Business Services

28000 Marguerite Parkway Mission Viejo, CA 92692 Phone: (949) 582-4664

E-Mail: dfitzsimons@socccd.edu

School: Irvine Unified School District

Attn: Rebecca Roberts 3387 Barranca Parkway Irvine, CA 92606

949-936-7405

rebeccaroberts@iusd.org

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

17. Entire Agreement and Amendment. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

In Witness Whereof, the Parties have caused this Memorandum of Understanding to be executed on their behalf by their respective duly-authorized representatives.

IRVINE UNIFIED SCHOOL DISTR	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BY:
Authorized Represe	ntative Authorized Representative
Print	Print
Name John togarty	Name Dr. Debra Fitzsimons
Print Title Acct. Supt. Busines	Print Title Vice Chancellor – Business Services
Date 11 14 2016	Date
Board Meeting Date of Approval November	15. 2.016 1450
Date of Approval NOVEmber	12' TAID 14.21
District Initiating Department	IVC – Business Sciences, Online and Extended Education
District Contact Name	Cathleen Greiner
District Contact Extension	949-451-5565

# EXHIBIT A PARTICIPATION AGREEMENT – SCOPE OF WORK

**Project Name: Adult Education Block Grant** 

General Project Description: To engage in activities that support the South Orange County Regional Consortium's (SOCRC) state-approved plan for serving adult students in the region through the following program areas:

Project Timeline: July 1, 2016 to June 30, 2017

# **SCOPE OF WORK (General):**

- 1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
- 2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
- 3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
- 4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
- 5. Programs for adults with disabilities.
- 6. Programs in career technical education that are short term in nature and have high employment potential.
- 7. Programs offering pre-apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

# ANNUAL WORK PLAN OBJECTIVES:

ACTIVITIES PERFORMANCE OUTCOMES TIMELINES PERSON(S)

1.1 High School Diploma Classes	Student progress towards obtaining a high school diploma will be maintained including course completion, attendance, and level of performance for each course	August 1, 2016 to June 9, 2017	Adult Education Administration Adult Education Teachers Adult Education Support Staff
1.2 ESL & Citizenship classes at all levels including Beginning Low, Beginning High, Intermediate Low, Intermediate High, and Advanced	Student progress towards English proficiency will be measured at the beginning and end of each term via CASAS reading test	August 1, 2016 to June 9, 2017	Adult Education Administration Adult Education Teachers Adult Education Support Staff

# Report Deadlines:

Reports and invoices must be filed with:

Adult Education Block Grant Project Director / Evaluator: Dr. Cathleen Greiner, Dean

Email: cgreiner@ivc.edu

Contract Amount: \$300,000

Invoices must be sent to: South Orange County Community College District

REFERENCE: FS430/State Grant Number G026

28000 Marguerite Parkway Mission Viejo, CA 92692

# **Approvals and Signatures:**

By the signatures of the School's Authorized Representative and District's Authorized Representative below, the Parties agree to the terms and conditions set forth in this Exhibit, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the South Orange County Community College District and IRVINE Unified School District, and binding upon the Parties without any further action by the Parties.

School Authorized Representative:	District Authorized Representative:		
Signature:	Signature:		
Print Name: John Fogarty	Print Name:	Dr. Debra Fitzsimons	
Position/Title: Asst. Superintendent, Business Services	Position/Title:	Vice Chancellor, Business Services	
Phone: 949 431 5000	Phone:		
E-Mail Address: John Fogarty @ixcd.org	E-Mail Address:	dfitzsimons@socccd.edu	
ILISD Board Approved Nevember 15, 2016			

# **EXHIBIT B** Other Terms and Conditions: Allowable Use of Funds

Use of these funds under the stated contract period must be in compliance with the published guidance document Allowable Uses of AB 104 Adult Education Block Grant Funds; questions should be directed to the appropriate consortium-level or state-level advisor for consultation and assistance. The reference can be located at http://aebg.cccco.edu/portals/1/docs/Allowable%20Uses%20Guide%20031616.pdf or by viewing the language as noted below.

All allowable costs must meet three primary criteria:

- Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations
- The cost must be allocable to the funding source activities b.
- c. The cost must be a general expense required to carry out the consortia member's overall responsibilities (i.e. not supplanting: The funds may not free up state or local dollars for other purposes, but should create or augment programs to an extent not possible without AEBG funding.).
- Uses of these funds must have direct correlation to activities published in the approved South Orange County Regional Consortia plan.

Allowable Uses of AB104 Adult Education Block Grant **AB104 Adult Education Block Grant** Funding source: AB104, Section 39, Article 9 Version 2 Release: March 16, 2016

### Examples of Allowable Expenditures (specific to AB104)

### Sample Expenditures Listed by Objective

Sample expenditures listed by objective include, but are not limited to the following:

Objective #3: Activities for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.

The consortium will align and connect existing and future adult education programs to postsecondary academic pathways and/or career pathways leading to employment. Consortia should address alignment of placement tools, curriculum, assessment tools and rubrics, and student performance outcomes across delivery systems to ensure that student transition paths, both between providers and into postsecondary credit programs, are understood and supported across all systems.

# Examples of allowable expenditures:

- Program coordination and staffinstructor time
- Staffinstructor stipends
- Program and curriculum planning and development
- Student assessment
- * Counseling, Advising, & other student education planning services
- Articulation
- In State Travel Office supplies
- Supplemental instruction and tutoring

* Research and contractual services

Assessment for Placement Services

- * Follow-up and Orientation Services
- * Computer Hardware or Software Equipment
- Meeting supplies
- Publication and Outreach Material
- Instructional materials and equipment

Objective #4: Activities to address the gaps identified pursuant to the evaluation of regional needs and the evaluation of current levels and types of adult education programs.

Describes the consortium response to the gaps identified in the region. These might include, but are not limited to, working with other partners in the service area, developing or expanding programs and plans to assess the effectiveness of these expanded efforts.

and plans to assess the enecoveness or these expanded entors.

Activities identify programming and service gaps including lack of providers, services, access, attainment, and/or performance. Activities also include strategies to incrementally increase capacity in identified gap areas (e.g., using distance learning to reach adult populations in a consortium's region who are currently underserved).

The ABS6 approved 3 year consortia plan includes the resources needed to carry out those strategies, the costs involved, the consortium participants responsible for implementing the identified strategies, and a timeline for accomplishing the various implementation steps.

# Examples of allowable expenditures: * Staffinstructor time for new classes

- Program coordination and staff/instructor time
- Staff/instructor stipends Space Use Agreements

- Classroom reconfiguration Program and curriculum planning and development
- Classmom furniture

- Supplemental instruction and tutoring Research and contractual services * Follow-up and Orientation Services
  - * Computer Hardware or Software Equipment
- In State Travel Meeting supplies
- Office supplies Publication and Outreach Material
- Counseling, Advising, and other student education planning services
- Instructional materials and equipment

* Follow-up and Orientation Services

Objective #5: Activities to employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.

# Examples of allowable expenditures:

- Program coordination and staff/instructor time
- Staffinstructor stipends
- Program and curriculum planning and development Articulation
- Instructional materials and equipment
- Research and contractual services
- * Computer Hardware or Software Equipment
- Meeting supplies
- * in State Travel
  * Office supplies
- Publication and Outreach Material Supplemental instruction and tutoring * Counseling, Advising, and other student education planning services

Objective #6: Activities to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

# Examples of allowable expenditures:

- Program coordination and staff/instructor time
   Staff/instructor stipends
- * Professional Development

- Research and contractual services
- Meeting supplies
- * Publication and Outreach Material
- In State Travel and Out of State Travel
- * Office supplies

Objective #7: Activities to leverage existing regional structures, including, but not limited to, local workforce investment areas.

Describes how the consortium will leverage existing assets or structures to benefit the adult learners in the region. These assets or structures might include, for example, contributions from or collaborations with existing members, Local Workforce Investment Boards (WIBs), industry employer groups, chambers of commerce, and county libraries.

# Examples of allowable expenditures:

- Program coordination and staff/instructor time
   Staff/instructor stipends

- Research and contractual services
- Meeting supplies

- * In State Travel * Space Use Agreements

### Examples of Allowable Expenditures by AB104 Objective of Expenditure Reporting Categories

1000: Instructional Salaries, Supervisor's Salaries, Counselor's Salaries, and Project Coordinator / Director's Salaries.

Example: Program Director/Coordinator and Staff - AEBG director/coordinator who has direct responsibility for coordinating the program services, developing and monitoring the program plan and budget, reviewing data submissions to ensure accuracy and completing required program reports. Staff who work directly in the program, all positions - classified, faculty or administrative - must directly support program services, as reflected in job descriptions and included in the AB104 3 year Consortium Plan and Annual Plan. The member/consortium must be able to document staff time charged to the program. Costs may include salaries or wages and employee banefits. Costs must be prorated for employees who are assigned to AEBG on a part-time basis

2000: Non Instructional Salaries; Classified Staff (non-instructional) Salaries, and Instructional Aides Salaries.

Example - Counseling, Advising, and Other Student Education Planning Services - AEBG members may use funds to pay for counseling, advising, and other education planning services provided to students. This may include salary and benefit costs of staff who provide these services, costs related to the provision of workshops, group counseling or advising sessions, online advising, etc.

unless those workshops or group sessions are part of a course that generates apportionment (FTES). AEBG funds cannot be used to pay for services that are provided through an apportionment

generating activity.
Example: Orientation Services - Development and delivery of orientation services: this may include staff and materials costs to deliver group orientations, workshops, development of orline orientation resources, etc.

### 3000: Employee Benefits.

4000: Supplies & Material - books, supplies for the adult education program (office), outreach, and recruitment materials.

Example: Publications and Outreach Materials - Reasonable costs to develop and produce materials to promote AEBG services and activities. Examples include materials for orientation and assessment workshops, guides for creating an education plan, brochures about supportive services, etc.

Example: Food and Beverages - funds can be used to provide food or non-alcoholic beverages for students or staff, provided that there is no local board policy prohibiting these costs. Food and

beverage costs must be for activities or functions consistent with the objectives of the AEBG 3 year Consonta Plan and the Annual Plan. Funds cannot be used to pay for general activities such as open houses or other events not directly related to AEBG.

5000: Other Operating Expenses and Services - AB104 AEBG related conferences and travel expenses, meeting supplies for AEBG related activities, consultants, subcontractors, speaker fees at AEBG workshops, and leases for AEBG related space and equipment

6000: Capital Outlay & Equipment - computer hardware/software/printer, space use agreements.

Example: Computer Hardware and Software and Equipment - Members may use program funds to purchase computer hardware, software, and equipment to assist in the delivery of AEBG services if the purchases are included in the AEBG Annual Plan

These could include education planning software. Equipment purchased by the program that is no longer needed or is being replaced cannot be donated to another non-AEBG program. District policies regarding the use and disposal of surplus equipment must be followed.

Example: Follow-Up Services – AEBG members may use program funds to pay for communication or early alert systems designed to notify students of their academic standing or intervention

Example: Policy of Services — ACES intentions that may include related workshops targeting students on probation or facing dismissal.

Example: Assessment for Placement Services - Purchase of assessment tests and the implementation of multiple measures used for course placement, career assessments, assessment center staff, test proctors, communication to students, practice tests, etc. This may include evaluators or other staff who collect and review of multiple measures data, such as transcripts from other schools, military service and work experience, and specialized certificates and licenses.

### Examples of Allowable Exogness by AB104 Types of Activities

Program and curriculum planning and development: Development of an AEBG tutoring program. Development of an AEBG curriculum planning guide. Development of an AEBG drop in peer help center, Development of online distance education courses for AEBG students. Curriculum development for AEBG courses, including new courses.

Student assessment: Purchase of computers and equipment such as scanners, to assess AEBG student abilities. Purchase of software and licenses for assessment. Salary of non-instructor hired to administer AEBG assessment tests. Development and implementation of assessment intervention programs. Research and development methods for assessment preparation.

Advisement and counseling services: Salary of AEBG advisor or counselor. Salary of AEBG menter, Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of an AEBG email list that delivers adult education information to adult education students. Direct advising and counseling services for adult education students. Embedded counseling in adult education courses. Counseling and advising in support of adult education courses.

Supplemental instruction and tutoring: Purchase of a web-based interactive program of supplemental instruction for AEBG. Purchase of training videos, or online training videos, or similar that supplement AEBG instruction. Direct lutroring to adult education students in AEBG areas. Supplemental instruction for AEBG students. Salary of teaching assistants assisting AEBG instructors.

Articulation: Cost of studies that evaluate applicable English and mathematics courses, to identify important points of instruction to include in AEBG course curriculum. Support for AEBG faculty/leachers to attend or host meetings and discussions on course alignments and student preparation as these pertain to AEBG courses. Stipends for meetings, portfolio sharing, and discussions on course alignment and curriculum

Instructional materials and equipment: Purchase of learning materials and equipment that support AEBG students. The costs for safe storage of AEBG supplies, equipment, instructional materials, and similar. Purchase of textbooks and learning materials used in AEBG courses. Purchase of AEBG instructional software. All learning materials and equipment that support AEBG courses and students. Purchase of computers to assess AEBG abilities. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of materials distribution across a variety of media, to AEBG students. Purchase of a web-based interactive program of supplemental instruction for AEBG courses. Purchase of training videos that supplement AEBG instruction

Coordination: Salary of AEBG coordinator, or assistants, or project leads for hours of service provided, not to supplent a teaching salary. Cost of seminars to raise AEBG awareness among faculty. Cost of a consultant providing services to create, coordinate, and implement AEBG programs.

Research: Purchase of electronic support equipment, hardware and/or software for in- class use by AEBG students, used to capture data. Salary of qualified researcher hired to quantitatively assess AEBG student data against outcomes of success. Cost of creating a safe storage process for AEBG research data. Expanded bandwidth of research capabilities and services related to AEBG data systems and queries.

Professional development: Travel to events whose training will directly benefit AEBG students, will enhance AEBG instructor capabilities, or both. Replication of AEBG related training, provided by attendess who return to their schools to share this knowledge with their peers. Cost of seminars to raise AEBG awareness among faculty/leachers. Cost of an AEBG professionals/consultants providing services to create, coordinate, implement, and improve AEBG programs. Workshop, conferences, and seminars attendance directly related to AEBG programs and students. Support for learning communities for professional development for faculty/leachers to learn AEBG best practices.

# Example of Expenses Not Allowed or that Need Prior Approval (specific to AB104) Include, but are not limited to:

# 1. Construction

Any capital outlay (including building improvements, rental space, leases, construction, etc.) will also be closely scrutinized. It will require that you notify the AEBG Office of your consortium's (including any member in that consortium) intent. This is an informational e-mail only. The AEBG Office reserves the right to ask questions regarding any purchase and can prohibit any activity that it deems not meeting the reasonable and justifiable criteria

# 2. Other Staff Salaries and Bonofits

Program funds cannot be used to pay for any staff that does not directly support the AEBG services described in the consortium's approved plan.

# 3. Political or Professional Dues, Memberships, or Contributions

Funds cannot be used for these activities, unless professional membership is an institutional requirement. Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

# 4. Unrelated Travel Costs

Program funds may not be used for the cost of travel not directly related to program activities or functions

Any funds used to purchase vehicles needs to have prior approval by the AEBG Office.

Program funds may not be used to purchase clothing for individual students such as jackets, sweatshirts, or tee shirts (gift of funds). However, clothing for a classroom is permissible — i.e. aprons for a cutinary class, welding helmets, etc.

# 7. Entertainment Costs

Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable

### **B. Fines and Penalties**

Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

### 9 Trave

Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

Out of State Travel: Consortia are required to complete an Out-of-State Travel Request Form and submit the form to the AEBG Office for prior approval. Such travel must also be disclosed in the Annual Plan template, reported in the AB104 online grant budget, as well as in the expenditure & progress reports. Out-of-State Travel Request forms are posted on the AEBG website under resources). The state reserves the right to limit Out-of-State travel. http://aebg.cccco.edu/Resources

Out of Country Travel: The AEBG Office has determined that Out-of-Country travel will not be an allowed via this funding source.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.13 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Board Policy Revision: BP-4004 Public Notice, BP-

5506 Accommodations for Students with Disabilities, BP-5520

Accreditation, BP- 6132 Selection of Library Materials

**ACTION:** Discussion and Approval

# **BACKGROUND**

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

# **STATUS**

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on February 16, 2017 for review and recommendation to the Chancellor.

# RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approved the board policies as shown in EXHIBIT A-D.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

# BOARD POLICY

Page 1 of 1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **PERSONNEL**HUMAN RESOURCES

# PUBLIC NOTICE - COLLECTIVE BARGAINING

Pursuant to the Government Code and Chapter 3, Public Notice Proceedings, the Board of Trustees hereby adopts the following procedure to insure that the public receive effective notice regarding collective bargaining proposals:

- 1. Exclusive representatives and the Board shall present their respective initial collective bargaining proposals at public meetings of the Board and both the Board's and exclusive representatives' initial proposals shall thereafter be public records. Copies shall be kept on file and available to the public at the circulation desk of each college library and in the Office of Human Resources.
- 2. The public will be provided the opportunity to respond to the initial proposals at the next regularly scheduled Board meetings or special meeting dealing with this subject. Negotiations between the District and exclusive representatives shall not commence until the public has had the opportunity to respond to the initial proposals. After inviting public response, the Board shall adopt its initial proposal and negotiations may thereafter commence.
- 3. If new subjects not set forth in either of the respective initial proposals are raised during bargaining, any proposal regarding such subject shall become a public record within twenty-four (24) hours and available in the library of each college and the Office of Human Resources, as above. The Board shall make public the formal vote, if any, of each member voting on such new proposals within twenty-four (24) hours.

# Reference:

Government Code, Chapter 3, Section 35473540 et seg.

Adopted: 2-14-89 Revised: 4-10-89

Revised: 4-26-99 Revised: 1-20-04

Reviewed: 3-28-11

## BOARD POLICY

5506

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT STUDENTS

## ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

The colleges of the South Orange County Community College District shall make reasonable accommodations for qualified students with disabilities (Title 5, Calif. Code of Regulations). Students with disabilities have the right to receive reasonable academic adjustments to create an educational environment where they have equal access to instruction without fundamentally altering any course, educational program, or degree. The procedure by which students with verified disabilities may request academic adjustments shall be published annually by the colleges. The colleges shall employ reasonable means to inform all students, faculty, and staff about the support services available to qualified students with disabilities

## Reference:

Applicable law includes the following: P.L. 101-336 (July 26, 1990), as amended by P.L. 110-325 (September 25, 2008); Rehabilitation Act of 1973, Section 504 [34 C.F.R.s 104.3 (j) (l) and (k) and 104.44(a) and Co) (1) (ii)]; Family Education Rights and Privacy Act of 1974; Title 5, California Code of Regulations, Sections 56000 56030; and California Education Code, Sections 67310-67312, 70901, and 84850.

Education Code Sections 67310, 84850 Title 5 Sections 56000 et seq.

Adopted: 11-27-00 Revised: 2-28-11

## **BOARD POLICY**

5520

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDENTS

## **ACCREDITATION**

The College Presidents shall ensure the College complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Chancellor shall keep the Board of Trustees informed of approved accrediting organizations and the status of accreditations.

The Chancellor shall ensure that the District and the Board of Trustees are involved in any accreditation process in which the District and the Board of Trustees' participation is required.

The Chancellor shall provide the Board of Trustees with the accreditation reports, and any actions taken or to be taken in response to recommendations in an accreditation report.

## Reference:

Accreditation Eligibility Requirement 21 <u>Integrity in Relations with the Accrediting Commission</u>, -Standard <u>IV.B.1.i</u><u>I.C. 12.21,C.13</u>
Title, Section 51016

Adopted: 10-26-09 Revised: 7-30-12 Revised: 8-25-14

## **BOARD POLICY**

6132

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT INSTRUCTION

## SELECTION OF LIBRARY MATERIALS

The Libraries are an integral component of the colleges and their instructional programs. The libraries provide informational and research support for campus-wide curriculum. The Board of Trustees charges the library faculty with the responsibility for developing the libraries' collections. This includes the selection of appropriate library materials and the continued evaluation and maintenance of the collections. To this end, Library faculty and staff work in concert with instructional faculty to select material that is comprehensive, accurate, diverse, current and highly accessible through the best use of acquisition, cataloging and processing techniques.

## Reference:

Education Code, Section 78100 Civil Code Section 1798.90 Accreditation Standard II,B

Adopted: 9-29-69 Revised: 1-31-06 Page 1 of 1

Revised: 7-17-89 Revised: 2-28-11

Revised: 12-10-90 Revised:

Technical Update: 4-26-99

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.14 DATE: 3/27/17

**TO:** Board of Trustees

**FROM**: Debra L. Fitzsimons, Interim Chancellor

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

**ACTION**: Ratification

## **BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

## **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 ratification to be effective on the dates as shown on the Exhibits.

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees 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. MCCORD, KIM is to be employed temporarily as Acting Vice Chancellor of Business Services, Pos. #P0004587, Office of Chancellor, District Services, Academic & Classified Administrators/Classified Managers Salary Range 27, Step 5, effective March 1, 2017 and ending June 30, 2017, or earlier. This is a replacement position for Debra Fitzsimons, who is serving as Interim Chancellor.

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

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
Druce, Sharon	MS/Nursing	Medical Asst./SC	2	01/17/17
Long, Erin	MA/Counseling	Counseling/SC	4	12/23/17
Lundquist, Irene	MA/Applied Linguistic	Adult ESL/SC	2	01/17/17
Makino, Mark	MA/TESOL	ESL/IVC	2	01/17/17
Masud, Melanie	MA/Political Science	Poli Science/IVC	2	01/17/17
Petka, Kevin	DDS/Dental Surgery	Chemistry/SC	5	01/17/17
Sabau, Bianca	MA/English	English/IVC	2	01/17/17
Salerno, Mark	MFA/Writing	English/IVC	2	01/17/17
Schneider, Jay	PhD/Geophysical Sci.	Geology/SC	5	01/17/17
Siegel, Theodore	BA/Communications	Emeritus/IVC	1	05/30/17
Sloves, Samuel	MFA/Film	Radio/TV/Film/SC	2	01/17/17
Smith, Timothy	MFA/Painting	Art/SC	2	01/17/17
Tewes, Kathryn	MA/Counseling	Counseling/SC	3	01/17/17
Van der Graaf, A.	MA/Business Admin	Health Info Tech/SC	2	01/17/17
Wainwright, Jim	MA/Marriage & Family	Human Services/SC	4	01/17/17
Waldren, Robert	MA/Counseling Psych	Counseling/IVC	3	01/17/17

### **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.

## A. NEW PERSONNEL APPOINTMENTS - Continued

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

Approx. Salary

ApplicantHighest DegreeAssignmentPlacementStart Date¹Cervantes, RebeccaBA/EnglishLRC/SC101/17/17

Equivalency is based upon a Bachelor's Degree in English and near completion of a Master's in TESOL. Ms. Cervantes currently serves as an Adult Education ESL Instructor for the Division of Community Education, Emeritus Institute, and K-12 Partnerships. Her position within the Learning Resources Department will help provide faculty support for our off campus Tutoring Center.

Lynch, Jason MA/Coaching Kinesiology/SC 2 01/17/17

Equivalency is based on a Master's degree in Coaching and Athletic Administration from Concordia University. Mr. Lynch's experience includes ten years as a full-time instructor and Head Varsity Water Polo and Swim coach at Newport Harbor High School. She further served as the US Water Polo National Team Head Coach for a period of 15 years. Mr. Lynch currently holds the position of Director of Coaching for the SOCAL Water Polo Club located in Tustin and is a full-time instructor and Men's Varsity Water Polo Coach at Foothill High School.

Sheehan, Mike BFA/Illustration Art/SC 1 01/17/17

Equivalency is based on a Bachelor of Fine Arts Degree from the Art Center College of Design in Pasadena, CA and decades in a career designing for theme-park toy and consumer product industries. He currently is a freelance designer, sketch artist for National Public Radio, and adjunct faculty for Fullerton College and the University of Redlands Art Departments.

Stanton, Everardo PhD/History Theatre Arts/SC 5 01/17/17

Equivalency is based on Dr. Stanton being a highly qualified artist and educator with a myriad of experiences in the entertainment industry. These experiences include, but are not limited to: Designer, cameraman, writer, producer, illustrator, artist, animator, and business owner, as well as having owned a cutting-edge entertainment production company. He brings a vast amount of energy, talent, and knowledge to the classroom. Because of his background, Dr. Stanton will be able to provide our internship students with a solid intellectual foundation, in addition to real-life connections, which will aid the students in their current and future endeavors.

March 27, 2017

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¹ Current Part Time Faculty approved by the Board of Trustees to teach Adult Education-ESL on June 27, 2016.

## B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for the 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Beck, Rebecca	Chair, ESL (2 nd 40%)	2,123.20	03/30/17-05/26/17
Borron, Brenda	Accreditation Proofreader 1	999.00	11/01/16-12/01/16
Delson, Cheryl	Academic Senate Recorder	3,981.00	01/10/17-05/26/17
Dorner, Meredith	OETF Faculty Coordinator 1	7,962.00	01/10/17-05/26/17
Liu, Emily	Accreditation Proofreader 3	199.80	11/01/16-12/01/16
Scherger, Deanna	Accreditation Proofreader 2	199.80	11/01/16-12/01/16
Total for Month: Ge	eneral Fund/IVC	15,464.80	
2016-2017 IVC FISC	CAL YEAR TOTAL TO DATE	\$447,656.68	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Budica, Jessica	PASS – Athletics Tutoring	1,118.88	01/17/17-05/25/17
Camelot, Allison	Online Education Plan	599.40	01/17/17-05/25/17
Casil, Amy	Open Educational Resources	300.00	01/17/17-01/31/17
Chandler, Meghan	Open Educational Resources	300.00	01/17/17-01/31/17
Cubbage, April	Open Educational Resources	300.00	01/17/17-01/31/17
Gee, Caroline	Online Education Plan	599.40	01/17/17-05/25/17
Huft, Justin	Open Educational Resources	300.00	01/17/17-01/31/17
Mochizuki, Jon	Open Educational Resources	300.00	01/17/17-01/31/17
Myhren, Brett	Open Educational Resources	300.00	01/17/17-01/31/17
Pakula, Jennifer	Online Education Plan	599.40	01/17/17-05/25/17
Pakula, Jennifer	Pilot Faculty LMS Feedback	100.00	01/17/17-05/25/17
Romero, Maria T.	Open Educational Resources	300.00	01/17/17-01/31/17
Taylor, Karen	SOC Economic Report	5,000.00	01/10/17-03/09/17
Seaman, Carolyn	Online Educational Plan	599.40	01/17/17-05/25/17
Smith, Maureen	Open Educational Resources	300.00	01/17/17-01/31/17
Vatandoust, Fariba	Open Educational Resources	300.00	01/17/17-01/31/17
Webber, Kendra	Open Educational Resources	300.00	01/17/17-01/31/17
Wegenek, Amira	Open Educational Resources	300.00	01/17/17-01/31/17
Woodward, Ken	Faculty Classroom Observation	3,981.00	01/17/17-05/25/17
² Zimmerman, Ray	Supplemental Chair Duties	239.76	08/22/16-12/18/16
<b>Total for Month: Go</b>	* *	16,137.24	
2016-2017 IVC FISO	CAL YEAR TOTAL TO DATE	\$611,977.91	

² Correction to stipend amount. Approved as \$119.88 on the February 27, 2017 Board Agenda. Correct amount is \$239.76.

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

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Izquieta, Renato	Train/Mentor Legal Clinic Students	3,300.00	01/17/17-04/15/17
Mitolo, Massimo	UCI Automation Project	3900.00	01/17/17-04/30/17
Whitmore, Desire	NSF Planning Grant Coordinator	3,632.00	05/30/17-08/11/17
Total for Month: General Fund/IVC 10,832.00			
2016-2017 IVC FIS	CAL YEAR TOTAL TO DATE	\$333,792.87	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Allah, Nancy	College Conference Event/BSI	75.00	02/10/17-02/10/17
³ Bogusiewicz, Kelly	Faculty Professional Development	500.00	01/17/17-05/25/17
Bravo, Adam	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Brooks, Kristine	College Conference Event/BSI	75.00	02/10/17-02/10/17
Brunner, Janelle	College Conference Event/BSI	75.00	02/10/17-02/10/17
Budica, Jessica	College Conference Event/BSI	75.00	02/10/17-02/10/17
Bunch, Henry	College Conference Event/BSI	75.00	02/10/17-02/10/17
Busick, Elizabeth	College Conference Event/BSI	75.00	02/10/17-02/10/17
Cervantes, Rebecca	College Conference Event/BSI	75.00	02/10/17-02/10/17
Cha, Joseph	College Conference Event/BSI	75.00	02/10/17-02/10/17
Chandler, Meghan	College Conference Event/BSI	75.00	02/10/17-02/10/17
Chhun, Stephanie	College Conference Event/BSI	75.00	02/10/17-02/10/17
Cioczek-Georges, R.	College Conference Event/BSI	75.00	02/10/17-02/10/17
DeAngelis, Gail	College Conference Event/BSI	75.00	02/10/17-02/10/17
Evans, Mercedes	College Conference Event/BSI	75.00	02/10/17-02/10/17
Famalette, Dwynn	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Fosdick, Melissa	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gan, Nin	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gates, Alana	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gates, Alana	Avid for Higher Ed. Trainee	79.92	03/10/17-03/10/17
Gates, Alana	Avid for Higher Ed. Trainee	79.92	04/07/17-04/07/17
Gilman, Bruce	Common Assessment Initiative	3,980.02	01/17/17-05/25/17
Giron, Michelle	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gonzalez, Carly	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gonzalez, Sara	College Conference Event/BSI	75.00	02/10/17-02/10/17
Goss, Debbie	College Conference Event/BSI	75.00	02/10/17-02/10/17
Goulding, Carrie	Coord. Teaching Dvlp Writing/BSI	599.40	01/17/17-05/17/17
Green, Denise	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gronnerud, Kathleen	College Conference Event/BSI	75.00	02/10/17-02/10/17
Hill, Douglas	College Conference Event/BSI	75.00	02/10/17-02/10/17

³ Correction to stipend amount. Approved as \$1.998.00 on the February 27, 2017 Board Agenda. Correct amount is 500.00.

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

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	Activity	Not to Exceed Amount (\$)	Effective Date
Homma, Mary	College Conference Event/BSI	75.00	02/10/17-02/10/17
Hughes, Luther	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Huntington, John	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Jenkins, Tina	Coordinator, AHE Practicum/BSI	359.64	01/17/17-05/25/17
Andre, Joy	College Conference Event/BSI	75.00	02/10/17-02/10/17
King, Emily	College Conference Event/BSI	75.00	02/10/17-02/10/17
Kind, Roxanne	College Conference Event/BSI	75.00	02/10/17-02/10/17
Kuang, Shilong	College Conference Event/BSI	75.00	02/10/17-02/10/17
Lively, Brian	College Conference Event/BSI	75.00	02/10/17-02/10/17
MessinaKleinman,D.	_	75.00	02/10/17-02/10/17
Murray, Pete	Coordinator, AHE Practicum/BSI	359.64	01/17/17-05/17/17
Myers, Charlie	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Nelson, Terence	Guest Lecture Series Speaker	100.00	04/14/17-04/14/17
Pinter, Gerald	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Posada, Tim	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Rosenn, Tristen	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Sahranavard, Neda	College Conference Event/BSI	75.00	02/10/17-02/10/17
Schermerhorn, B.	Faculty Advisor, Real Estate Ed Ctr	2,597.40	08/22/16-12/18/16
Schermerhorn, B.	Faculty Advisor, Real Estate Ed Ctr	2,397.60	01/17/17-05/25/17
Schultz, Mary Anne	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Seaman, Carolyn	Directed Learning Activities	776.00	01/17/17-05/25/17
Shaw, Kat	Avid for Higher Education Trainee	79.92	03/10/17-03/10/17
Shaw, Kat	Avid for Higher Education Trainee	79.92	04/07/17-04/07/17
Stephens, Glen	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Stevenson, Glen	GD&T Training	1,758.24	01/10/17-02/02/17
Strobel, Jackie	College Conference Event/BSI	75.00	02/10/17-02/10/17
Vargas, Arlene	College Conference Event/BSI	75.00	02/10/17-02/10/17
Weaver, Christopher	<del>-</del>	75.00	02/10/17-02/10/17
Welc, Martin	Faculty Advisor, Real Estate Ed Ctr	2,597.40	08/22/16-12/18/16
Welc, Martin	Faculty Advisor, Real Estate Ed Ctr	2,397.60	01/17/17-05/25/17
White-Alcover, S.	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Wood, Debra	College Conference Event/BSI	75.00	02/10/17-02/10/17
Wood, Debra	Avid Higher Education Trainee	79.92	03/10/17-03/10/17
Wood, Debra	Avid Higher Education Trainee	79.92	04/07/17-04/07/17
Woods, Wind	College Conference Event/BSI	75.00	02/10/17-02/10/17
Zemanek, Erika	College Conference Event/BSI	75.00	02/10/17-02/10/17
Zemanek, Erika	Avid Higher Education Trainee	79.92	03/10/17-03/10/17
Zemanek, Erika	Avid Higher Education Trainee	79.92	04/07/17-04/07/17
Zembal, Richard	College Conference Event/BSI	75.00	02/10/17-02/10/17
Total for Month: Ge	eneral Fund/SC	26,621.34	
2016-2017 IVC FISO	CAL YEAR TOTAL TO DATE	\$389,258.74	

## D. ACADEMIC ADMINISTRATIVE JOB DESCRIPTION UPDATE

1. PRESIDENT, Pos #P0004583, Office of the Chancellor, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 27 (Academic Administrator), seeks authorization to update this full-time position, effective March 27, 2017. (Exhibit B, Attachment 1)

#### **ATTACHMENT 1**

South Orange County Community College District

#### PRESIDENT – JC #712

Irvine Valley College, Saddleback College (Academic Administration)

#### **DEFINITION**

To serve as educational leader and Chief Executive Officer at one of two community colleges in a multicollege district reporting to the Chancellor; assure the delivery of educational and other services provided by assigned college; provide visionary leadership in the overall administration of the college; develop an administrative organization which shall be the established authority on campus; develop and implement the district and college's strategic plan and implement Board of Trustee policies and district administrative procedures; and serve as the final authority at the college level.

To report to the Chancellor and execute all powers and duties in accordance to rules and regulations of the Board of Trustees, Board of Governors of the California Community Colleges, and the laws of the State of California; serve as the institutional leader and implement board policies and administrative regulations as applicable to the position; serve under contract and establish annual goals, which are approved by the Chancellor; and advise the Chancellor on matters related to District planning, policies, operations, as they affect the diverse body of students and employees at the college.

To formulate and articulate a vision of the college's future that addresses the evolving social, economic, and political forces that affect its mission and campus priorities, in which teaching, learning, student access and student success are central to the college mission.

To maintain effective working relationships with faculty, staff and students, as well as on a district-wide basis with the other college and district services; and advocate for the community college using a collaborative, collegial leadership style that also supports the district's strategic plan and achievement of the district-wide goals and objectives.

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 and evaluation from the Chancellor. The President is a district team member on the Chancellor's Executive Council and on other committees and councils directed and delegated by the Chancellor.

Provides leadership and direction to the academic Vice President for Instruction, the academic Vice President for Student Services, the Vice President for College Administrative Services, other academic administrator and classified management personnel and related support staff.

South Orange County Community College District Page 2 – President

<u>EXAMPLES OF DUTIES AND RESPONSIBILITIES</u> - (Listed examples may not include all tasks performed by positions assigned to this class.)

#### General

1. Keeps the Chancellor fully informed of important campus matters. Prepares all recommendations/resolutions concerning the college and submits them to the Chancellor with final approval subject to the Board of Trustees, as appropriate. Recommends personnel decisions to the Chancellor. Recommends the overall organizational structure to the Chancellor. Provides leadership for the planning and development of instructional and student services programs, as well as general leadership of the college operations. Provides overall leadership for the College's accreditation process. Develops and maintains channels of communication with faculty, administrators, managers and staff regarding all aspects of college operations including curriculum, instruction, budget, administrative services, institutional planning, maintenance, student services, and educational planning.

## Planning and Fiscal Management:

- 2. Provide leadership in the development and implementation of a sustainable master plan and integrated strategic plan based on on-going institutional research which considers accreditation standards and student success issues and which drives the budget process and resource allocation.
- 3. Envision, plan, formulate, develop, implement, review and evaluate short- and long-range goals and objectives and policies, standards and outcomes which are in support of the educational and facilities master plan and the instructional needs of the college's local community.
- 4. Develop and monitor the college budget and assume fiscal responsibility; and ensure that financial resources are allocated efficiently and effectively.

#### Academic Quality and Student Success:

- 5. Promote and support learning, teaching, and student success, including the maintenance and improvement of quality instructional and support services.
- 6. Assure optimum services to students in all areas of student life, including maintenance of student records, academic and personal counseling, recreational and sports activities, health services, student government, and other clubs and organizations, tutorial services, financial aid, and assistance programs for students with disabilities.
- 7. Ensure innovative and cost-effective formulation, development and implementation of state-of-the-art educational, training and enrichment opportunities for students that assure that students are afforded optimum opportunities to excel in academic and career technical fields of endeavor.
- 8. Provide leadership in the development and implementation of career technical education to meet the needs in the local community.
- 9. Encourage the assessment and improvement of instructional methodology, technology and materials; ensure the development, modification and enhancement of the curriculum; review and evaluate curricular recommendations and encourage expansion of the instructional program to meet the diverse needs of students, including new, transfer, re-entry, veterans and high school advanced placement students.

## South Orange County Community College District Page 3 – President

- 10. Provide leadership in the development and implementation of a comprehensive enrollment management plan.
- 11. Ensure development and implementation of corrective action, improvements, or additional programs and services which are efficient, effective and responsive to the needs of the local community and college.
- 12. Provide for the timely and accurate preparation, distribution, and storage of reports related to the college's programs, services, activities, financial resources, and budget; direct the timely and accurate preparation of enrollment and revenue projections and consolidation of budgetary reports to facilitate attainment of short- and long-range plans.

## District Responsibilities:

- 13. Serve as a member of the Chancellor's Executive Council and participate in establishing and achieving institutional goals in accordance with the district's educational master plan; ensure that college short-and long-range plans for all campus functions are developed in coordination with the leadership of other district entities; assume significant responsibility to provide clear direction and leadership regarding college and district plans and goals; communicate plans and goals to the community, faculty, staff, and administrators, and assist the Chancellor to provide and communicate a plan for evaluating progress toward those goals; and, work cooperatively and collaboratively with Chancellor's Executive Council.
- 14. Build trust among all constituencies in the college and district through a commitment to transparency, participatory governance, collaboration, collegiality, and cooperation.
- 15. Attend board meetings and present information as needed; confer with college and district administrators regarding board agenda items and management issues involving college programs and services, including recommendations for new or revised policies and procedures; and assure that all board policies, administrative regulations, and legislative directives are carried out in all areas of the college.

## Management and Administration:

- 16. Provide a participatory governance process; work closely with district and college administrators and leaders of the academic and classified senates to establish and achieve institutional goals in accordance with the district's and college's educational and facilities master plan.
- 17. Provide leadership and executive direction through subordinate academic administrators and classified management of all functions, programs, services, operations, activities, and academic and classified personnel related to instruction, student services, and administration; review, monitor, control, promote, and evaluate programs, services, resources and activities.
- 18. Motivate and mentor personnel to envision and develop new concepts, funding, approaches, and methodology in the field of community college education and related support activities.
- 19. Provide leadership and empower the administrative team.
- 20. Provide leadership focusing on accountability and professional conduct.

## South Orange County Community College District Page 4 – President

- 21. Provide college employees the opportunity to successfully achieve high standards in their work by fostering a culture of teamwork and professional and leadership development; promote a climate which encourages staff development and formulation of clear job objectives.
- 22. Review and evaluate the effectiveness of the college's organizational structure, key personnel, functions, programs, and services; implement operational changes as appropriate to increase efficiency, effectiveness, and quality of all college services.
- 23. Assure that all instructional, student services and administrative programs, services, activities, systems, policies and standards comply with applicable federal, state, local, and district laws, rules, regulations, policies and procedures.
- 24. Anticipate and identify legal issues and assure that administrators and managers are counseled in the development of strategies for resolution; and confer with legal counsel as appropriate.
- 25. Maintain current knowledge of applicable laws, trends, policies, procedures, and practices.
- 26. Assure that the highest legal and ethical standards are maintained and clearly communicated to college personnel, the chancellor, the board of trustees, and the community.
- 27. Ensure the safety and security of students; develop and implement emergency preparedness plans.
- 28. Propose strategies for selecting and retaining a diverse, high quality, full-time faculty, staff and administrators.
- 29. Select and extend offers of employment for faculty, administrators, and classified positions for the college; establish and communicate clear expectations for effective performance of employees' duties and responsibilities.
- 30. Train, guide, mentor, supervise, support, and evaluate the performance of direct subordinates; delegate and review assignments and projects; establish and monitor timelines and prioritize work; and evaluate work products and results.
- 31. Recommend transfers, reassignment, termination, and disciplinary action; motivate staff and resolve conflicts within the college and promote an environment of cooperation and mutual support among all campus staff.
- 32. Ensure the establishment of required internal and external committees; recommend or appoint committee members as appropriate; direct, review, and evaluate the efforts, activities, communications, and recommendations of college committees, task forces, and work groups.

## **College Advancement:**

- 33. Provide leadership to the college foundation. Provide leadership for college fundraising and development of a strong alumni base.
- 34. Assure the timely review, analysis and evaluation of pending legislation, legal mandates, regulations, and guidelines which could affect the college's resources, programs, functions, and activities.

## South Orange County Community College District Page 5 – President

- 35. Assume a highly visible leadership role in the local community the college serves and build strategic partnerships with corporate, educational, and community-based organizations; represent the college to the community including other educational institutions, business interests, and service organizations, interact with leaders of the business and social communities within the college's local services area to identify and communicate emerging educational trends and seek alternative funding sources for the college.
- 36. Delegate responsibility to administrators for representing the college's interests in the local community and at state or national meetings; assure that information concerning college programs and services is available to the community and local organizations.
- 37. Maintain on-going contact with legislators to remain current regarding new and pending legislation related to state and federally-mandated instructional programs, funding and financial support, student services, and administration.
- 38. Represent the college to local, state, and federal governmental bodies and agencies; solicit and obtain financial support and other resources for new and enhanced instructional programs and services.
- 39. Perform related duties as assigned.

## **QUALIFICATIONS**

#### EDUCATION AND EXPERIENCE GUIDELINES

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

#### Education:

An earned master's degree from an accredited college or university in education, business, or public administration, or related field. An earned doctorate is preferred.

## Experience:

At least five years of increasingly responsible administrative experience in directing major segments of an educational institution, including instructional experience.

At least three years of experience managing a multi-million dollar budget at the community college level.

At least five years of full-time teaching and/or student services experience at the community college level.

Experience in contract negotiations and employee grievances at the community college level.

Experience in a participatory governance environment at the community college level.

Experience in business and/or industry is desirable.

## Licenses and other Requirements:

A valid California driver's license.

#### Knowledge of:

Budget administration for a large, multi-faceted community college.

Contract negotiations and employee grievances at the community college level.

District organization, operations, and objectives.

Interpersonal skills including tact, patience, and diplomacy.

Local economic conditions, community leaders and service organizations.

South Orange County Community College District Page 6 – President

Local, State and federal laws, codes and regulations related to public and community college administration, including the California Education Code and the California Government Code.

Oral and written communication skills.

Policies, objectives, procedures, organization, operations, guidelines, programs, and services applicable to the administration of a community college.

Principles and practices of community college administration.

Principles and practices of effective leadership, management, and supervision.

Principles and practices of training, supervision, and performance evaluation.

Principles, theories, practices, methods, and procedures of public administration specifically related to higher education.

Programs and services of a community college district.

Progressive discipline procedures and documentation.

Public speaking techniques.

Participatory governance at the community college level.

Sound fiscal management policies as related to public institutions.

Student enrollment trends and demographic statistics of the community.

The role of community colleges in economic development.

Trends in academic, career technical, community, and contract education.

## Ability to:

Adhere to negotiated collective bargaining agreements as mandated for California Community Colleges.

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

Assure compliance with local, state, and federal laws related to community colleges.

Assure the development, approval and administration of a consolidated and balanced annual College budget according to legal timelines.

Assure the preparation, maintenance, and retention of all required District reports, files, and data.

Be fiscally responsible, resourceful and creative in ways that will generate new revenue.

Be politically astute and communicate effectively with local, state, and federal legislators.

Build a sense of community within the College and establish viable linkages with external communities.

Communicate effectively with diverse constituencies within and outside the College.

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

Confer with legislators, community business leaders, and others regarding funding sources, cooperative instructional relationships, and other matters.

Create and maintain administrative and faculty environments that encourage and support innovation.

Delegate authority and responsibility to subordinates effectively.

Demonstrate dynamic, well-organized, and visionary leadership.

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

Develop policy recommendations which will implement the district's master plan and other goals and objectives in accordance with local, State and federal laws and the needs of the college community.

Develop and maintain a visible presence on the campus and in the community.

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

Envision, plan, develop, organize, administer, review, monitor, control, and evaluate all functions, programs, services and activities of the College including instruction, student services, and administration.

Establish and maintain a climate of trust and collegiality.

South Orange County Community College District Page 7 – President

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

Exercise initiative and work independently with little or no direction from the Chancellor.

Identify needs and priorities and make decisions in a climate of competing interests.

Listen intently and communicate effectively with others in an inspirational, open, and responsive manner.

Maintain current knowledge of the educational and career technical needs of the community.

Maintain and establish positive relationships and partnerships on a district-wide level with the other college and district services.

Maintain rapport with all personnel at both colleges and District.

Make effective public presentations.

Plan, organize, direct, administer, review, and evaluate all functions of the College including instruction, student services, and administration.

Prepare oral and written reports and recommendations.

Provide executive leadership and direction to administrators, managers, supervisors, faculty, and support staff.

Recognize the important roles of all parts of the college and district (e.g. academic, student services, administrative services, library, facilities, human resources, etc.)

Relate effectively to people of varied academic, cultural, and socioeconomic background using tact, diplomacy, and courtesy.

Review and analyze complex financial, statistical, and narrative data regarding all aspects of the District. Select, train, lead, mentor, direct, supervise, and evaluate the performance of subordinates effectively. Serve as a member of the Chancellor's executive staff.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Understand and implement mandated participatory governance.

Work effectively with diverse populations, maximizing the benefits of diversity.

## 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:

Duties are primarily performed in an office environment or in meetings at a college, district or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executives, administrators, faculty, members of the board of trustees, community and state and federal leaders and the general public. May be required to attend afternoon or evening board meetings.

#### **Physical Demands:**

Typically must sit for long periods, walk short distances on a regular basis, see clearly to read normal and fine print and operate computer keyboard, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person to exchange information and make presentations, use hands and fingers to operate an electronic keyboard or other office machines, travel to various locations to attend meetings and conduct work and lift, carry and/or move objects weighing up to 10 pounds. Must remember key information and concentrate for long periods of time.

Approval by the Board of Trustees: May 21, 2012

Updated by the Marly Grodt and Associates: March 22, 2017

#### 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. MCCORD, KIM is to be employed temporarily as Acting Vice Chancellor of Business Services, Pos. #P0004587, Office of Chancellor, District Services, Academic & Classified Administrators/Classified Managers Salary Range 27, Step 5, effective March 1, 2017 and ending June 30, 2017, or earlier. This is a replacement position for Debra Fitzsimons, who is serving as Interim Chancellor.

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

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
Druce, Sharon	MS/Nursing	Medical Asst./SC	2	01/17/17
Long, Erin	MA/Counseling	Counseling/SC	4	12/23/17
Lundquist, Irene	MA/Applied Linguistic	Adult ESL/SC	2	01/17/17
Makino, Mark	MA/TESOL	ESL/IVC	2	01/17/17
Masud, Melanie	MA/Political Science	Poli Science/IVC	2	01/17/17
Petka, Kevin	DDS/Dental Surgery	Chemistry/SC	5	01/17/17
Sabau, Bianca	MA/English	English/IVC	2	01/17/17
Salerno, Mark	MFA/Writing	English/IVC	2	01/17/17
Schneider, Jay	PhD/Geophysical Sci.	Geology/SC	5	01/17/17
Siegel, Theodore	BA/Communications	Emeritus/IVC	1	05/30/17
Sloves, Samuel	MFA/Film	Radio/TV/Film/SC	2	01/17/17
Smith, Timothy	MFA/Painting	Art/SC	2	01/17/17
Tewes, Kathryn	MA/Counseling	Counseling/SC	3	01/17/17
Van der Graaf, A.	MA/Business Admin	Health Info Tech/SC	2	01/17/17
Wainwright, Jim	MA/Marriage & Family	Human Services/SC	4	01/17/17
Waldren, Robert	MA/Counseling Psych	Counseling/IVC	3	01/17/17

### **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.

## A. NEW PERSONNEL APPOINTMENTS - Continued

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

Approx. Salary

ApplicantHighest DegreeAssignmentPlacementStart Date¹Cervantes, RebeccaBA/EnglishLRC/SC101/17/17

Equivalency is based upon a Bachelor's Degree in English and near completion of a Master's in TESOL. Ms. Cervantes currently serves as an Adult Education ESL Instructor for the Division of Community Education, Emeritus Institute, and K-12 Partnerships. Her position within the Learning Resources Department will help provide faculty support for our off campus Tutoring Center.

Lynch, Jason MA/Coaching Kinesiology/SC 2 01/17/17

Equivalency is based on a Master's degree in Coaching and Athletic Administration from Concordia University. Mr. Lynch's experience includes ten years as a full-time instructor and Head Varsity Water Polo and Swim coach at Newport Harbor High School. She further served as the US Water Polo National Team Head Coach for a period of 15 years. Mr. Lynch currently holds the position of Director of Coaching for the SOCAL Water Polo Club located in Tustin and is a full-time instructor and Men's Varsity Water Polo Coach at Foothill High School.

Sheehan, Mike BFA/Illustration Art/SC 1 01/17/17

Equivalency is based on a Bachelor of Fine Arts Degree from the Art Center College of Design in Pasadena, CA and decades in a career designing for theme-park toy and consumer product industries. He currently is a freelance designer, sketch artist for National Public Radio, and adjunct faculty for Fullerton College and the University of Redlands Art Departments.

Stanton, Everardo PhD/History Theatre Arts/SC 5 01/17/17

Equivalency is based on Dr. Stanton being a highly qualified artist and educator with a myriad of experiences in the entertainment industry. These experiences include, but are not limited to: Designer, cameraman, writer, producer, illustrator, artist, animator, and business owner, as well as having owned a cutting-edge entertainment production company. He brings a vast amount of energy, talent, and knowledge to the classroom. Because of his background, Dr. Stanton will be able to provide our internship students with a solid intellectual foundation, in addition to real-life connections, which will aid the students in their current and future endeavors.

March 27, 2017

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¹ Current Part Time Faculty approved by the Board of Trustees to teach Adult Education-ESL on June 27, 2016.

## B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for the 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Beck, Rebecca	Chair, ESL (2 nd 40%)	2,123.20	03/30/17-05/26/17
Borron, Brenda	Accreditation Proofreader 1	999.00	11/01/16-12/01/16
Delson, Cheryl	Academic Senate Recorder	3,981.00	01/10/17-05/26/17
Dorner, Meredith	OETF Faculty Coordinator 1	7,962.00	01/10/17-05/26/17
Liu, Emily	Accreditation Proofreader 3	199.80	11/01/16-12/01/16
Scherger, Deanna	Accreditation Proofreader 2	199.80	11/01/16-12/01/16
Total for Month: G 2016-2017 IVC FIS	eneral Fund/IVC CAL YEAR TOTAL TO DATE	15,464.80 \$447,656.68	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Budica, Jessica	PASS – Athletics Tutoring	1,118.88	01/17/17-05/25/17
Camelot, Allison	Online Education Plan	599.40	01/17/17-05/25/17
Casil, Amy	Open Educational Resources	300.00	01/17/17-01/31/17
Chandler, Meghan	Open Educational Resources	300.00	01/17/17-01/31/17
Cubbage, April	Open Educational Resources	300.00	01/17/17-01/31/17
Gee, Caroline	Online Education Plan	599.40	01/17/17-05/25/17
Huft, Justin	Open Educational Resources	300.00	01/17/17-01/31/17
Mochizuki, Jon	Open Educational Resources	300.00	01/17/17-01/31/17
Myhren, Brett	Open Educational Resources	300.00	01/17/17-01/31/17
Pakula, Jennifer	Online Education Plan	599.40	01/17/17-05/25/17
Pakula, Jennifer	Pilot Faculty LMS Feedback	100.00	01/17/17-05/25/17
Romero, Maria T.	Open Educational Resources	300.00	01/17/17-01/31/17
Taylor, Karen	SOC Economic Report	5,000.00	01/10/17-03/09/17
Seaman, Carolyn	Online Educational Plan	599.40	01/17/17-05/25/17
Smith, Maureen	Open Educational Resources	300.00	01/17/17-01/31/17
Vatandoust, Fariba	Open Educational Resources	300.00	01/17/17-01/31/17
Webber, Kendra	Open Educational Resources	300.00	01/17/17-01/31/17
Wegenek, Amira	Open Educational Resources	300.00	01/17/17-01/31/17
Woodward, Ken	Faculty Classroom Observation	3,981.00	01/17/17-05/25/17
² Zimmerman, Ray	Supplemental Chair Duties	239.76	08/22/16-12/18/16
<b>Total for Month: Go</b>	* *	16,137.24	
2016-2017 IVC FISO	CAL YEAR TOTAL TO DATE	\$611,977.91	

² Correction to stipend amount. Approved as \$119.88 on the February 27, 2017 Board Agenda. Correct amount is \$239.76.

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

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Izquieta, Renato	Train/Mentor Legal Clinic Students	3,300.00	01/17/17-04/15/17
Mitolo, Massimo	UCI Automation Project	3900.00	01/17/17-04/30/17
Whitmore, Desire	NSF Planning Grant Coordinator	3,632.00	05/30/17-08/11/17
Total for Month: General Fund/IVC 10,832.00			
2016-2017 IVC FIS	CAL YEAR TOTAL TO DATE	\$333,792.87	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2016/2017 fiscal years.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Allah, Nancy	College Conference Event/BSI	75.00	02/10/17-02/10/17
³ Bogusiewicz, Kelly	Faculty Professional Development	500.00	01/17/17-05/25/17
Bravo, Adam	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Brooks, Kristine	College Conference Event/BSI	75.00	02/10/17-02/10/17
Brunner, Janelle	College Conference Event/BSI	75.00	02/10/17-02/10/17
Budica, Jessica	College Conference Event/BSI	75.00	02/10/17-02/10/17
Bunch, Henry	College Conference Event/BSI	75.00	02/10/17-02/10/17
Busick, Elizabeth	College Conference Event/BSI	75.00	02/10/17-02/10/17
Cervantes, Rebecca	College Conference Event/BSI	75.00	02/10/17-02/10/17
Cha, Joseph	College Conference Event/BSI	75.00	02/10/17-02/10/17
Chandler, Meghan	College Conference Event/BSI	75.00	02/10/17-02/10/17
Chhun, Stephanie	College Conference Event/BSI	75.00	02/10/17-02/10/17
Cioczek-Georges, R.	College Conference Event/BSI	75.00	02/10/17-02/10/17
DeAngelis, Gail	College Conference Event/BSI	75.00	02/10/17-02/10/17
Evans, Mercedes	College Conference Event/BSI	75.00	02/10/17-02/10/17
Famalette, Dwynn	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Fosdick, Melissa	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gan, Nin	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gates, Alana	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gates, Alana	Avid for Higher Ed. Trainee	79.92	03/10/17-03/10/17
Gates, Alana	Avid for Higher Ed. Trainee	79.92	04/07/17-04/07/17
Gilman, Bruce	Common Assessment Initiative	3,980.02	01/17/17-05/25/17
Giron, Michelle	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gonzalez, Carly	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gonzalez, Sara	College Conference Event/BSI	75.00	02/10/17-02/10/17
Goss, Debbie	College Conference Event/BSI	75.00	02/10/17-02/10/17
Goulding, Carrie	Coord. Teaching Dvlp Writing/BSI	599.40	01/17/17-05/17/17
Green, Denise	College Conference Event/BSI	75.00	02/10/17-02/10/17
Gronnerud, Kathleen	College Conference Event/BSI	75.00	02/10/17-02/10/17
Hill, Douglas	College Conference Event/BSI	75.00	02/10/17-02/10/17

³ Correction to stipend amount. Approved as \$1.998.00 on the February 27, 2017 Board Agenda. Correct amount is 500.00.

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

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	Activity	Not to Exceed Amount (\$)	Effective Date
Homma, Mary	College Conference Event/BSI	75.00	02/10/17-02/10/17
Hughes, Luther	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Huntington, John	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Jenkins, Tina	Coordinator, AHE Practicum/BSI	359.64	01/17/17-05/25/17
Andre, Joy	College Conference Event/BSI	75.00	02/10/17-02/10/17
King, Emily	College Conference Event/BSI	75.00	02/10/17-02/10/17
Kind, Roxanne	College Conference Event/BSI	75.00	02/10/17-02/10/17
Kuang, Shilong	College Conference Event/BSI	75.00	02/10/17-02/10/17
Lively, Brian	College Conference Event/BSI	75.00	02/10/17-02/10/17
MessinaKleinman,D.	_	75.00	02/10/17-02/10/17
Murray, Pete	Coordinator, AHE Practicum/BSI	359.64	01/17/17-05/17/17
Myers, Charlie	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Nelson, Terence	Guest Lecture Series Speaker	100.00	04/14/17-04/14/17
Pinter, Gerald	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Posada, Tim	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Rosenn, Tristen	Advanced Music Tutorials	750.00	01/17/17-05/25/17
Sahranavard, Neda	College Conference Event/BSI	75.00	02/10/17-02/10/17
Schermerhorn, B.	Faculty Advisor, Real Estate Ed Ctr	2,597.40	08/22/16-12/18/16
Schermerhorn, B.	Faculty Advisor, Real Estate Ed Ctr	2,397.60	01/17/17-05/25/17
Schultz, Mary Anne	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Seaman, Carolyn	Directed Learning Activities	776.00	01/17/17-05/25/17
Shaw, Kat	Avid for Higher Education Trainee	79.92	03/10/17-03/10/17
Shaw, Kat	Avid for Higher Education Trainee	79.92	04/07/17-04/07/17
Stephens, Glen	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Stevenson, Glen	GD&T Training	1,758.24	01/10/17-02/02/17
Strobel, Jackie	College Conference Event/BSI	75.00	02/10/17-02/10/17
Vargas, Arlene	College Conference Event/BSI	75.00	02/10/17-02/10/17
Weaver, Christopher	<del>-</del>	75.00	02/10/17-02/10/17
Welc, Martin	Faculty Advisor, Real Estate Ed Ctr	2,597.40	08/22/16-12/18/16
Welc, Martin	Faculty Advisor, Real Estate Ed Ctr	2,397.60	01/17/17-05/25/17
White-Alcover, S.	CTE Articulation Workshops	159.84	04/01/17-04/30/17
Wood, Debra	College Conference Event/BSI	75.00	02/10/17-02/10/17
Wood, Debra	Avid Higher Education Trainee	79.92	03/10/17-03/10/17
Wood, Debra	Avid Higher Education Trainee	79.92	04/07/17-04/07/17
Woods, Wind	College Conference Event/BSI	75.00	02/10/17-02/10/17
Zemanek, Erika	College Conference Event/BSI	75.00	02/10/17-02/10/17
Zemanek, Erika	Avid Higher Education Trainee	79.92	03/10/17-03/10/17
Zemanek, Erika	Avid Higher Education Trainee	79.92	04/07/17-04/07/17
Zembal, Richard	College Conference Event/BSI	75.00	02/10/17-02/10/17
Total for Month: Ge	eneral Fund/SC	26,621.34	
2016-2017 IVC FISO	CAL YEAR TOTAL TO DATE	\$389,258.74	

## D. ACADEMIC ADMINISTRATIVE JOB DESCRIPTION UPDATE

1. PRESIDENT, Pos #P0004583, Office of the Chancellor, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 27 (Academic Administrator), seeks authorization to update this full-time position, effective March 27, 2017. (Exhibit B, Attachment 1)

Exhibit B Page 1 of 7

ATTACHMENT 1/

South Orange County Community College District

#### PRESIDENT – JC #712

Irvine Valley College, Saddleback College (Academic Administration)

#### **DEFINITION**

To serve as educational leader and Chief Executive Officer at one of two community colleges in a multi-college district reporting to the Chancellor; assure the delivery of educational and other services provided by assigned college; provide visionary leadership in the overall administration of the college; develop an administrative organization which shall be the established authority on campus; develop and implement the district and college's strategic plan and implement Board of Trustee policies and district administrative procedures; and serve as the final authority at the college level.

To report to the Chancellor and execute all powers and duties in accordance to rules and regulations of the Board of Trustees, Board of Governors of the California Community Colleges, and the laws of the State of California; serve as the institutional leader and implement board policies and administrative regulations as applicable to the position; serve under contract and establish annual goals, which are approved by the Chancellor; and advise the Chancellor on matters related to District planning, policies, operations, as they affect the diverse body of students and employees at the college.

To formulate and articulate a vision of the college's future that addresses the evolving social, economic, and political forces that affect its mission and campus priorities, in which teaching, learning, student access and student success are central to the college mission.

To maintain effective working relationships with faculty, staff and students, as well as on a district-wide basis with the other college and district services; and advocate for the community college using a collaborative, collegial leadership style that also supports the district's strategic plan and achievement of the district-wide goals and objectives.

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 and evaluation from the Chancellor. The President is a district team member on the Chancellor's Executive Council and on other committees and councils directed and delegated by the Chancellor.

Provides leadership and direction to the academic Vice President for Instruction, the academic Vice President for Student Services, the Vice President for College Administrative Services, other academic administrator and classified management personnel and related support staff.

South Orange County Community College District Page 2 – President

<u>EXAMPLES OF DUTIES AND RESPONSIBILITIES</u> - (Listed examples may not include all tasks performed by positions assigned to this class.)

#### General

1. Keeps the Chancellor fully informed of important campus matters. Prepares all recommendations/resolutions concerning the college and submits them to the Chancellor with final approval subject to the Board of Trustees, as appropriate. Recommends personnel decisions to the Chancellor. Recommends the overall organizational structure to the Chancellor. Provides leadership for the planning and development of instructional and student services programs, as well as general leadership of the college operations. Provides overall leadership for the College's accreditation process. Develops and maintains channels of communication with faculty, administrators, managers and staff regarding all aspects of college operations including curriculum, instruction, budget, administrative services, institutional planning, maintenance, student services, and educational planning.

## Planning and Fiscal Management:

- 2. Provide leadership in the development and implementation of a sustainable master plan and integrated strategic plan based on on-going institutional research which considers accreditation standards and student success issues and which drives the budget process and resource allocation.
- 3. Envision, plan, formulate, develop, implement, review and evaluate short- and long-range goals and objectives and policies, standards and outcomes which are in support of the educational and facilities master plan and the instructional needs of the college's local community.
- 4. Develop and monitor the college budget and assume fiscal responsibility; and ensure that financial resources are allocated efficiently and effectively.

## Academic Quality and Student Success

- 5. Promote and support learning, teaching, and student success, including the maintenance and improvement of quality instructional and support services.
- 6. Assure optimum services to students in all areas of student life, including maintenance of student records, academic and personal counseling, recreational and sports activities, health services, student government, and other clubs and organizations, tutorial services, financial aid, and assistance programs for students with disabilities.
- 7. Ensure innovative and cost-effective formulation, development and implementation of state-of-the-art educational, training and enrichment opportunities for students that assure that students are afforded optimum opportunities to excel in academic and career technical fields of endeavor.
- 8. Provide leadership in the development and implementation of career technical education to meet the needs in the local community.
- 9. Encourage the assessment and improvement of instructional methodology, technology and materials; ensure the development, modification and enhancement of the curriculum; review and evaluate curricular recommendations and encourage expansion of the instructional program to meet the diverse needs of students, including new, transfer, re-entry, veterans and high school advanced placement students.

South Orange County Community College District Page 3 – President

- 10. Provide leadership in the development and implementation of a comprehensive envollment management plan.
- 11. Ensure development and implementation of corrective action, improvements, or additional programs and services which are efficient, effective and responsive to the needs of the local community and college.
- 12. Provide for the timely and accurate preparation, distribution, and storage of reports related to the college's programs, services, activities, financial resources, and budget; direct the timely and accurate preparation of enrollment and revenue projections and consolidation of budgetary reports to facilitate attainment of short- and long-range plans.

## District Responsibilities:

- 13. Serve as a member of the Chancellor's Executive Council and participate in establishing and achieving institutional goals in accordance with the district's educational master plan; ensure that college short-and long-range plans for all campus functions are developed in coordination with the leadership of other district entities; assume significant responsibility to provide clear direction and leadership regarding college and district plans and goals; communicate plans and goals to the community, faculty, staff, and administrators, and assist the Chancellor to provide and communicate a plan for evaluating progress toward those goals; and, work cooperatively and collaboratively with Chancellor's Executive Council.
- 14. Build trust among all constituencies in the college and district through a commitment to transparency, participatory governance, collaboration, collegiality, and cooperation.
- 15. Attend board meetings and present information as needed; confer with college and district administrators regarding board agenda items and management issues involving college programs and services, including recommendations for new or revised policies and procedures; and assure that all board policies, administrative regulations, and legislative directives are carried out in all areas of the college.

## Management and Administration:

- 16. Provide a participatory governance process; work closely with district and college administrators and leaders of the academic and classified senates to establish and achieve institutional goals in accordance with the district's and college's educational and facilities master plan.
- 17. Provide leadership and executive direction through subordinate academic administrators and classified management of all functions, programs, services, operations, activities, and academic and classified personnel related to instruction, student services, and administration; review, monitor, control, promote, and evaluate programs, services, resources and activities.
- 18. Motivate and mentor personnel to envision and develop new concepts, funding, approaches, and methodology in the field of community college education and related support activities.
- 19 Provide leadership and empower the administrative team.
- 20. Provide leadership focusing on accountability and professional conduct.

South Orange County Community College District Page 4 – President

- 21. Provide college employees the opportunity to successfully achieve high standards in their work by fostering a culture of teamwork and professional and leadership development; promote a climate which encourages staff development and formulation of clear job objectives.
- 22. Review and evaluate the effectiveness of the college's organizational structure, key personnel, functions, programs, and services; implement operational changes as appropriate to increase efficiency, effectiveness, and quality of all college services.
- 23. Assure that all instructional, student services and administrative programs, services, activities, systems, policies and standards comply with applicable federal, state, local, and district laws, rules, regulations, policies and procedures.
- 24. Anticipate and identify legal issues and assure that administrators and managers are counseled in the development of strategies for resolution; and confer with legal counsel as appropriate.
- 25. Maintain current knowledge of applicable laws, trends, policies, procedures, and practices.
- 26. Assure that the highest legal and ethical standards are maintained and clearly communicated to college personnel, the chancellor, the board of trustees, and the community.
- 27. Ensure the safety and security of students; develop and implement emergency preparedness plans.
- 28. Propose strategies for selecting and retaining a diverse, high quality, full-time faculty, staff and administrators.
- 29. Select and extend offers of employment for faculty, administrators, and classified positions for the college; establish and communicate clear expectations for effective performance of employees' duties and responsibilities.
- 30. Train, guide, mentor, supervise, support, and evaluate the performance of direct subordinates; delegate and review assignments and projects; establish and monitor timelines and prioritize work; and evaluate work products and results.
- 31. Recommend transfers, reassignment, termination, and disciplinary action; motivate staff and resolve conflicts within the college and promote an environment of cooperation and mutual support among all campus staff.
- 32. Ensure the establishment of required internal and external committees; recommend or appoint committee members as appropriate; direct, review, and evaluate the efforts, activities, communications, and recommendations of college committees, task forces, and work groups.

## College Advancement:

- 33. Provide leadership to the college foundation. Provide leadership for college fundraising and development of a strong alumni base.
- 34. Assure the timely review, analysis and evaluation of pending legislation, legal mandates, regulations, and guidelines which could affect the college's resources, programs, functions, and activities.

South Orange County Community College District Page 5 – President

- 35. Assume a highly visible leadership role in the local community the college serves and build strategic partnerships with corporate, educational, and community-based organizations; represent the college to the community including other educational institutions, business interests, and service organizations, interact with leaders of the business and social communities within the college's local services area to identify and communicate emerging educational trends and seek alternative funding sources for the college.
- 36. Delegate responsibility to administrators for representing the college's interests in the local community and at state or national meetings; assure that information concerning college programs and services is available to the community and local organizations.
- 37. Maintain on-going contact with legislators to remain current regarding new and pending legislation related to state and federally-mandated instructional programs, funding and financial support, student services, and administration.
- 38. Represent the college to local, state, and federal governmental bodies and agencies; solicit and obtain financial support and other resources for new and enhanced instructional programs and services.
- 39. Perform related duties as assigned.

## **QUALIFICATIONS**

#### EDUCATION AND EXPERIENCE GUIDELINES

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

#### Education:

An earned master's degree from an accredited college or university in education, business, or public administration, or related field. An earned doctorate is preferred.

## Experience:

At least five years of increasingly responsible administrative experience in directing major segments of an educational institution, including instructional experience.

At least three years of experience managing a multi-million dollar budget at the community college level.

At least five years of full-time teaching and/or student services experience at the community college level.

Experience in contract negotiations and employee grievances at the community college level.

Experience in a participatory governance environment at the community college level.

Experience in business and/or industry is desirable.

## Licenses and other Requirements:

A valid California driver's license.

## Knowledge of:

Budget administration for a large, multi-faceted community college.

Contract negotiations and employee grievances at the community college level.

District organization, operations, and objectives.

Interpersonal skills including tact, patience, and diplomacy.

Local economic conditions, community leaders and service organizations.

South Orange County Community College District Page 6 – President

Local, State and federal laws, codes and regulations related to public and community college administration, including the California Education Code and the California Government Code.

Oral and written communication skills.

Policies, objectives, procedures, organization, operations, guidelines, programs, and services applicable to the administration of a community college.

Principles and practices of community college administration.

Principles and practices of effective leadership, management, and supervision.

Principles and practices of training, supervision, and performance evaluation

Principles, theories, practices, methods, and procedures of public administration specifically related to higher education.

Programs and services of a community college district.

Progressive discipline procedures and documentation.

Public speaking techniques.

Participatory governance at the community college level.

Sound fiscal management policies as related to public institutions.

Student enrollment trends and demographic statistics of the community.

The role of community colleges in economic development.

Trends in academic, career technical, community, and contract education.

## Ability to:

Adhere to negotiated collective bargaining agreements as mandated for California Community Colleges.

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

Assure compliance with local, state, and federal laws related to community colleges.

Assure the development, approval and administration of a consolidated and balanced annual College budget according to legal timelines.

Assure the preparation, maintenance, and retention of all required District reports, files, and data.

Be fiscally responsible, resourceful and creative in ways that will generate new revenue.

Be politically astute and communicate effectively with local, state, and federal legislators.

Build a sense of community within the College and establish via de linkages with external communities.

Communicate effectively with diverse constituencies within and outside the College.

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

Confer with legislators, community business leaders, and others regarding funding sources, cooperative instructional relationships, and other matters.

Create and maintain administrative and faculty environments that encourage and support innovation.

Delegate authority and responsibility to subordinates effectively.

Demonstrate dynamic, well-organized, and visionary leadership.

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

Develop policy recommendations which will implement the district's master plan and other goals and objectives in accordance with local, State and federal laws and the needs of the college community.

Develop and maintain a visible presence on the campus and in the community.

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

Envision, plan, develop, organize, administer, review, monitor, control, and evaluate all functions, programs, services and activities of the College including instruction, student services, and administration.

Establish and maintain a climate of trust and collegiality.

South Orange County Community College District Page 7 – President

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

Exercise initiative and work independently with little or no direction from the Chancellor.

Identify needs and priorities and make decisions in a climate of competing interests.

Listen intently and communicate effectively with others in an inspirational, open, and responsive manner.

Maintain current knowledge of the educational and career technical needs of the community.

Maintain and establish positive relationships and partnerships on a district-wide level with the other college and district services.

Maintain rapport with all personnel at both colleges and District.

Make effective public presentations.

Plan, organize, direct, administer, review, and evaluate all functions of the College including instruction, student services, and administration.

Prepare oral and written reports and recommendations.

Provide executive leadership and direction to administrators, managers, supervisors, faculty, and support staff.

Recognize the important roles of all parts of the college and district (e.g. academic, student services, administrative services, library, facilities, human resources, etc.)

Relate effectively to people of varied academic, cultural, and socioeconomic background using tact, diplomacy, and courtesy.

Review and analyze complex financial, statistical, and parrative data regarding all aspects of the District. Select, train, lead, mentor, direct, supervise, and evaluate the performance of subordinates effectively. Serve as a member of the Chancellor's executive staff.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Understand and implement mandated participatory governance.

Work effectively with diverse populations, maximizing the benefits of diversity.

## 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:

Duties are primarily performed in an office environment or in meetings at a college, district or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executives, administrators, faculty, members of the board of trustees, community and state and federal leaders and the general public. May be required to attend afternoon or evening board meetings.

#### Physical Demands:

Typically must sit for long periods, walk short distances on a regular basis, see clearly to read normal and fine print and operate computer keyboard, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person to exchange information and make presentations, use hands and fingers to operate an electronic keyboard or other office machines, travel to various locations to attend meetings and conduct work and lift, carry and/or move objects weighing up to 10 pounds. Must remember key information and concentrate for long periods of time.

Approval by the Board of Trustees: May 21, 2012

Updated by the Marly Grodt and Associates: March 22, 2017

Exhibit B Page 1 of 8

#### **ATTACHMENT 1**

South Orange County Community College District

#### PRESIDENT – JC #712

Irvine Valley College, Saddleback College (Academic Administration)

#### **DEFINITION**

To serve as educational leader and Chief Executive Officer at one of two community colleges in a multicollege district reporting to the Chancellor; assure the delivery of educational and other services provided by assigned college; provide visionary leadership in the overall administration of the college; develop an administrative organization which shall be the established authority on campus; develop and implement the district and college's strategic plan and implement Board of Trustee policies and district administrative procedures; and serve as the final authority at the college level.

To report to the Chancellor and execute all powers and duties in accordance to rules and regulations of the Board of Trustees, Board of Governors of the California Community Colleges, and the laws of the State of California; serve as the institutional leader and implement board policies and administrative regulations as applicable to the position; serve under contract and establish annual goals, which are approved by the Chancellor; and advise the Chancellor on matters related to District planning, policies, operations, as they affect the diverse body of students and employees at the college.

To formulate and articulate a vision of the college's future that addresses the evolving social, economic, and political forces that affect its mission and campus priorities, in which teaching, learning, student access and student success are central to the college mission.

To maintain effective working relationships with faculty, staff and students, as well as on a district-wide basis with the other college and district services; and advocate for the community college using a collaborative, collegial leadership style that also supports the district's strategic plan and achievement of the district-wide goals and objectives.

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 and evaluation from the Chancellor. The President is a district team member on the Chancellor's Executive Council and on other committees and councils directed and delegated by the Chancellor.

Provides leadership and direction to the academic Vice President for Instruction, the academic Vice President for Student Services, the Vice President for College Administrative Services, other academic administrator and classified management personnel and related support staff.

South Orange County Community College District Page 2 – President

<u>EXAMPLES OF DUTIES AND RESPONSIBILITIES</u> - (Listed examples may not include all tasks performed by positions assigned to this class.)

#### General

1. Keeps the Chancellor fully informed of important campus matters. Prepares all recommendations/resolutions concerning the college and submits them to the Chancellor with final approval subject to the Board of Trustees, as appropriate. Recommends personnel decisions to the Chancellor. Recommends the overall organizational structure to the Chancellor. Provides leadership for the planning and development of instructional and student services programs, as well as general leadership of the college operations. Provides overall leadership for the College's accreditation process. Develops and maintains channels of communication with faculty, administrators, managers and staff regarding all aspects of college operations including curriculum, instruction, budget, administrative services, institutional planning, maintenance, student services, and educational planning.

## Planning and Fiscal Management:

- 2. Provide leadership in the development and implementation of a sustainable master plan and integrated strategic plan based on on-going institutional research which considers accreditation standards and student success issues and which drives the budget process and resource allocation.
- 3. Envision, plan, formulate, develop, implement, review and evaluate short- and long-range goals and objectives and policies, standards and outcomes which are in support of the educational and facilities master plan and the instructional needs of the college's local community.
- 4. Develop and monitor the college budget and assume fiscal responsibility; and ensure that financial resources are allocated efficiently and effectively.

#### Academic Quality and Student Success:

- 5. Promote and support learning, teaching, and student success, including the maintenance and improvement of quality instructional and support services.
- 6. Assure optimum services to students in all areas of student life, including maintenance of student records, academic and personal counseling, recreational and sports activities, health services, student government, and other clubs and organizations, tutorial services, financial aid, and assistance programs for students with disabilities.
- 7. Ensure innovative and cost-effective formulation, development and implementation of state-of-the-art educational, training and enrichment opportunities for students that assure that students are afforded optimum opportunities to excel in academic and career technical fields of endeavor.
- 8. Provide leadership in the development and implementation of career technical education to meet the needs in the local community.
- 9. Encourage the assessment and improvement of instructional methodology, technology and materials; ensure the development, modification and enhancement of the curriculum; review and evaluate curricular recommendations and encourage expansion of the instructional program to meet the diverse needs of students, including new, transfer, re-entry, veterans and high school advanced placement students.

South Orange County Community College District Page 3 – President

- 10. Provide leadership in the development and implementation of a comprehensive enrollment management plan.
- 11. Ensure development and implementation of corrective action, improvements, or additional programs and services which are efficient, effective and responsive to the needs of the local community and college.
- 12. Provide for the timely and accurate preparation, distribution, and storage of reports related to the college's programs, services, activities, financial resources, and budget; direct the timely and accurate preparation of enrollment and revenue projections and consolidation of budgetary reports to facilitate attainment of short- and long-range plans.

## District Responsibilities:

- 13. Serve as a member of the Chancellor's Executive Council and participate in establishing and achieving institutional goals in accordance with the district's educational master plan; ensure that college short-and long-range plans for all campus functions are developed in coordination with the leadership of other district entities; assume significant responsibility to provide clear direction and leadership regarding college and district plans and goals; communicate plans and goals to the community, faculty, staff, and administrators, and assist the Chancellor to provide and communicate a plan for evaluating progress toward those goals; and, work cooperatively and collaboratively with Chancellor's Executive Council.
- 14. Build trust among all constituencies in the college and district through a commitment to transparency, participatory governance, collaboration, collegiality, and cooperation.
- 15. Attend board meetings and present information as needed; confer with college and district administrators regarding board agenda items and management issues involving college programs and services, including recommendations for new or revised policies and procedures; and assure that all board policies, administrative regulations, and legislative directives are carried out in all areas of the college.

## Management and Administration:

- 16. Provide a participatory governance process; work closely with district and college administrators and leaders of the academic and classified senates to establish and achieve institutional goals in accordance with the district's and college's educational and facilities master plan.
- 17. Provide leadership and executive direction through subordinate academic administrators and classified management of all functions, programs, services, operations, activities, and academic and classified personnel related to instruction, student services, and administration; review, monitor, control, promote, and evaluate programs, services, resources and activities.
- 18. Motivate and mentor personnel to envision and develop new concepts, funding, approaches, and methodology in the field of community college education and related support activities.
- 19. Provide leadership and empower the administrative team.
- 20. Provide leadership focusing on accountability and professional conduct.

## South Orange County Community College District Page 4 – President

- 21. Provide college employees the opportunity to successfully achieve high standards in their work by fostering a culture of teamwork and professional and leadership development; promote a climate which encourages staff development and formulation of clear job objectives.
- 22. Review and evaluate the effectiveness of the college's organizational structure, key personnel, functions, programs, and services; implement operational changes as appropriate to increase efficiency, effectiveness, and quality of all college services.
- 23. Assure that all instructional, student services and administrative programs, services, activities, systems, policies and standards comply with applicable federal, state, local, and district laws, rules, regulations, policies and procedures.
- 24. Anticipate and identify legal issues and assure that administrators and managers are counseled in the development of strategies for resolution; and confer with legal counsel as appropriate.
- 25. Maintain current knowledge of applicable laws, trends, policies, procedures, and practices.
- 26. Assure that the highest legal and ethical standards are maintained and clearly communicated to college personnel, the chancellor, the board of trustees, and the community.
- 27. Ensure the safety and security of students; develop and implement emergency preparedness plans.
- 28. Propose strategies for selecting and retaining a diverse, high quality, full-time faculty, staff and administrators.
- 29. Select and extend offers of employment for faculty, administrators, and classified positions for the college; establish and communicate clear expectations for effective performance of employees' duties and responsibilities.
- 30. Train, guide, mentor, supervise, support, and evaluate the performance of direct subordinates; delegate and review assignments and projects; establish and monitor timelines and prioritize work; and evaluate work products and results.
- 31. Recommend transfers, reassignment, termination, and disciplinary action; motivate staff and resolve conflicts within the college and promote an environment of cooperation and mutual support among all campus staff.
- 32. Ensure the establishment of required internal and external committees; recommend or appoint committee members as appropriate; direct, review, and evaluate the efforts, activities, communications, and recommendations of college committees, task forces, and work groups.

## **College Advancement:**

- 33. Provide leadership to the college foundation. Provide leadership for college fundraising and development of a strong alumni base.
- 34. Assure the timely review, analysis and evaluation of pending legislation, legal mandates, regulations, and guidelines which could affect the college's resources, programs, functions, and activities.

South Orange County Community College District Page 5 – President

- 35. Assume a highly visible leadership role in the local community the college serves and build strategic partnerships with corporate, educational, and community-based organizations; represent the college to the community including other educational institutions, business interests, and service organizations, interact with leaders of the business and social communities within the college's local services area to identify and communicate emerging educational trends and seek alternative funding sources for the college.
- 36. Delegate responsibility to administrators for representing the college's interests in the local community and at state or national meetings; assure that information concerning college programs and services is available to the community and local organizations.
- 37. Maintain on-going contact with legislators to remain current regarding new and pending legislation related to state and federally-mandated instructional programs, funding and financial support, student services, and administration.
- 38. Represent the college to local, state, and federal governmental bodies and agencies; solicit and obtain financial support and other resources for new and enhanced instructional programs and services.
- 39. Perform related duties as assigned.

## **QUALIFICATIONS**

#### EDUCATION AND EXPERIENCE GUIDELINES

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

#### Minimum Qualifications:

### Education:

An earned master's degree from an accredited college or university in education, business, or public administration, or related field.

### Experience:

At least five years of demonstrated and responsible administrative experience, preferably in a higher education environment, with a broad variety of instructional and student services programs, and physical, fiscal and technology resources.

At least three years of experience managing a multi-million dollar budget in higher education.

Experience in a participatory governance environment in higher education.

Experience in and/or demonstrated knowledge of the role of the community colleges in economic and workforce development.

## **Desirable Qualifications:**

An earned doctorate from an accredited college or university.

#### Licenses and other Requirements:

A valid California driver's license.

South Orange County Community College District Page 6 – President

## Knowledge of:

Budget administration for a large, multi-faceted community college.

Contract negotiations and employee grievances at the community college level.

District organization, operations, and objectives.

Interpersonal skills including tact, patience, and diplomacy.

Local economic conditions, community leaders and service organizations.

Local, State and federal laws, codes and regulations related to public and community college administration, including the California Education Code and the California Government Code.

Oral and written communication skills.

Policies, objectives, procedures, organization, operations, guidelines, programs, and services applicable to the administration of a community college.

Principles and practices of community college administration.

Principles and practices of effective leadership, management, and supervision.

Principles and practices of training, supervision, and performance evaluation.

Principles, theories, practices, methods, and procedures of public administration specifically related to higher education.

Programs and services of a community college district.

Progressive discipline procedures and documentation.

Public speaking techniques.

Participatory governance at the community college level.

Sound fiscal management policies as related to public institutions.

Student enrollment trends and demographic statistics of the community.

The role of community colleges in economic development.

Trends in academic, career technical, community, and contract education.

## Ability to:

Adhere to negotiated collective bargaining agreements as mandated for California Community Colleges. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Assure compliance with local, state, and federal laws related to community colleges.

Assure the development, approval and administration of a consolidated and balanced annual College budget according to legal timelines.

Assure the preparation, maintenance, and retention of all required District reports, files, and data.

Be fiscally responsible, resourceful and creative in ways that will generate new revenue.

Be politically astute and communicate effectively with local, state, and federal legislators.

Build a sense of community within the College and establish viable linkages with external communities.

Communicate effectively with diverse constituencies within and outside the College.

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

Confer with legislators, community business leaders, and others regarding funding sources, cooperative instructional relationships, and other matters.

Create and maintain administrative and faculty environments that encourage and support innovation.

Delegate authority and responsibility to subordinates effectively.

Demonstrate dynamic, well-organized, and visionary leadership.

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

Develop policy recommendations which will implement the district's master plan and other goals and objectives in accordance with local, State and federal laws and the needs of the college community.

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Develop and maintain a visible presence on the campus and in the community.

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

Envision, plan, develop, organize, administer, review, monitor, control, and evaluate all functions, programs, services and activities of the College including instruction, student services, and administration.

Establish and maintain a climate of trust and collegiality.

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

Exercise initiative and work independently with little or no direction from the Chancellor.

Identify needs and priorities and make decisions in a climate of competing interests.

Listen intently and communicate effectively with others in an inspirational, open, and responsive manner.

Maintain current knowledge of the educational and career technical needs of the community.

Maintain and establish positive relationships and partnerships on a district-wide level with the other college and district services.

Maintain rapport with all personnel at both colleges and District.

Make effective public presentations.

Plan, organize, direct, administer, review, and evaluate all functions of the College including instruction, student services, and administration.

Prepare oral and written reports and recommendations.

Provide executive leadership and direction to administrators, managers, supervisors, faculty, and support staff.

Recognize the important roles of all parts of the college and district (e.g. academic, student services, administrative services, library, facilities, human resources, etc.)

Relate effectively to people of varied academic, cultural, and socioeconomic background using tact, diplomacy, and courtesy.

Review and analyze complex financial, statistical, and narrative data regarding all aspects of the District. Select, train, lead, mentor, direct, supervise, and evaluate the performance of subordinates effectively. Serve as a member of the Chancellor's executive staff.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Understand and implement mandated participatory governance.

Work effectively with diverse populations, maximizing the benefits of diversity.

## 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:

Duties are primarily performed in an office environment or in meetings at a college, district or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executives, administrators, faculty, members of the board of trustees, community and state and federal leaders and the general public. May be required to attend afternoon or evening board meetings.

## Physical Demands:

Typically must sit for long periods, walk short distances on a regular basis, see clearly to read normal and fine print and operate computer keyboard, speak clearly and distinctly to provide information in

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South Orange County Community College District Page 6 – President

person or on the telephone, hear and understand voices over telephone and in person to exchange information and make presentations, use hands and fingers to operate an electronic keyboard or other office machines, travel to various locations to attend meetings and conduct work and lift, carry and/or move objects weighing up to 10 pounds. Must remember key information and concentrate for long periods of time.

Approval by the Board of Trustees: May 21, 2012

Updated by the Marly Grodt and Associates: March 27, 2017

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 6.15 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

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

**ACTION:** Ratification

## **BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

## **STATUS**

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

## RECOMMENDATION

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

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

## A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - a. CORDOVA, MARIO is to be employed as Matriculation Specialist, Categorical, Pos. #P0009511, Student Success and Support Services, School of Admissions, Records and Enrollment Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 123, Step 1, 40 hours per week, 12 months per year, effective February 27, 2016. This position was approved by the Board of Trustees on June 27, 2016, with employment contingent upon funded by the Student Success and Support Services Program.
  - b. GOMEZ ACOSTA, MARIA is to be employed as Laboratory Technician, Consumer Sciences, Pos. #P0004830, Consumer and Family Resources, Division of Advanced Technology and Applied Sciences, Saddleback College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 29 hours per week, 12 months per year, effective March 13, 2017. This is a replacement for Lillian Bodane.
  - c. LATHAM, KATHRYN is to be employed as Program Assistant, Categorical, Pos. #P0009413, Division of Liberal Arts, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 3, 20 hours per week, 12 months per year, effective February 22, 2017. This position was approved by the Board of Trustees on June 27, 2016 with employment contingent upon special funding by the Level Up: Transforming Student Outcomes grant.
  - d. NAHAVANDI, KAMRON is to be employed as Human Resources Assistant, Pos. #P0003669, Department of Human Resources, District Services, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective February 27, 2017. This is a replacement for Sarah Mian.
  - e. SLAUGHTER, TERESA is to be employed as Senior Administrative Assistant, Pos. #P0003221, Student Life, Department of Student Service, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective March 13, 2017, in accordance with Article 17 of the CSEA Contract. This is a replacement for Sally Leonard.
  - f. VANSCHOELANDT, DEBRA is to be employed as Director of Noncredit, Adult and Community Education, Categorical, Pos. #P0009855, Department of Online and Extended Education, Irvine Valley College, Academic and Classified Administrator and Manager Salary Schedule Range 14, Step 2, 40 hours per week, 12 months per year, effective March 27, 2017. This position was approved by the Board of Trustees on August 22, 2016.

## A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

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

Name	Classification	Range/	Start Date
		<u>Step</u>	
Bermudez, Eric	Custodian/SC	18.71	01/23/17-06/30/17
¹ Dominguez, Susan	Financial Aid Specialist/IVC	25.17	02/27/17-06/30/17
Garcia, Jesus	Testing Specialist-Categorical/IVC	22.80	02/01/17-06/30/17
Guest, Noah	Testing Specialist-Categorical/IVC	22.80	02/01/17-06/30/17
Holland, Donna	Senior Administrative Assistant/IVC	26.45	02/17/17-06/30/17
Snyder, Deborah	Senior Administrative Assistant/IVC	26.45	02/21/17-06/30/17
Zavala, Jonathan	Custodian/IVC	18.71	02/02/17-06/30/17

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>Hourly</u>	
<u>Name</u>	<u>Position</u>	<u>Rate (\$)</u>	Start/End Date
Calabrese, Daniel	Project Specialist/SC	15.00	02/01/17-06/30/17
Cannon, Kevin	Project Specialist/SC	15.00	02/01/17-06/30/17
Caro, Sofia	Project Specialist/SC	11.50	02/15/17-06/30/17
Dedicatoria, Armi	Project Specialist/IVC	27.50	02/15/17-06/30/17
Donovan, Kerry	Project Specialist/SC	12.00	02/01/17-06/30/17
Earnest, Hailee	Coaching Aide/IVC	25.00	02/01/17-06/30/17
Frey, Connie	Project Specialist/IVC	11.50	01/30/17-06/30/17
Garcia, Amy	Project Specialist/DS	12.00	01/23/17-06/30/17
Gore, Lisa	TMD Aide/IVC	20.00	01/15/17-06/30/17
Granados, Maritza	Project Specialist/SC	14.50	01/24/17-06/30/17
Hirsch, Kerri	Project Specialist/SC	25.00	02/01/17-06/30/17
Hughes, Jacob	Project Specialist/SC	12.00	01/17/17-06/30/17
Kalache, Celso	Coaching Aide/IVC	25.00	01/31/17-06/30/17
Khodabandeh, Elahe	Project Specialist/SC	12.00	02/15/17-06/30/17
Leventhal, Shana	Project Specialist/SC	12.00	01/17/17-06/30/17
Lyons, Kelli	Project Specialist/SC	20.00	01/27/17-06/30/17
Miller, Chase	Project Specialist/SC	12.50	01/17/17-06/30/17
Montes De Oca, Lizbeth	Clerk/SC	20.00	03/01/17-06/30/17
Ong, Lay Chin	Project Specialist/IVC	18.00	02/06/17-06/30/17
² Parra, Antonio	Project Specialist/SC	12.50	01/17/17-06/30/17
³ Phaneuf, Ryan	Project Specialist/SC	12.00	02/01/17-06/30/17

¹ Related to Israel Dominguez, Director of Economic and Workforce Development, Division of Business Sciences, Economic and Workforce Development, Saddleback College.

² Related to Michael Parra, Program Assistant, Categorical, Division of Kinesiology and Athletics, Saddleback College.

³ Related to Jim Phaneuf, Director of Information Technology-Administrative Systems, Department of Technology Learning Services, 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>Hourly</u>	
<u>Name</u>	<u>Position</u>	Rate (\$)	Start/End Date
Picard, Amanda	TMD Aide/IVC	14.00	01/15/17-06/30/17
Rindshoj, Marley	TMD Aide/SC	10.50	12/12/16-06/30/17
Rubio, Maria	Project Specialist/IVC	25.00	02/14/17-06/30/17
Sampson, Jacob	Project Specialist/SC	15.00	01/25/17-06/30/17
Shekhalevich, Anton	Project Specialist/SC	15.00	01/31/17-06/30/17
Stafford, Desiree	TMD Aide/IVC	18.00	03/06/17-06/30/17
Tran, Brian	Adapted Kinesiology Aide/SC	12.50	02/27/17-06/30/17
Varela, Marcus	Project Specialist/SC	13.50	01/17/17-06/30/17
Winchester, Kimberlee	Clerk/IVC	11.50	01/30/17-06/30/17

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

Name	Start/End Date
Alexander, Amanda	02/06/17-06/30/17
Booth, Kathryn	02/28/17-06/30/17
Brown Carvajal, Janine	01/30/17-06/30/17
Collins, Tanner	03/01/17-06/30/17
Devaul, Derek	01/31/17-06/30/17
Dhillon, Garrett	02/15/17-06/30/17
Donnelly, Cole	02/28/17-06/30/17
Gooya, Madis	02/01/17-06/30/17
Hightower, Brandon	01/25/17-06/30/17
Hustad, Jeremiah	02/27/17-06/30/17
Kouja, Rasha	01/30/17-06/30/17
Lao, Sefra	02/16/17-06/30/17
⁴ Licitra, Emily	02/15/17-06/30/17
Mahjoub, Hannah	02/28/17-06/30/17
Mendez, Geovanni	02/01/17-06/30/17
Moran, Landen	01/30/17-06/30/17
Pour Kamali, Nima	02/01/17-06/30/17
Rosales, Jeanette	02/27/17-06/30/17
Rosenkrantz, Michael	02/28/17-06/30/17
Salazar, Juan	01/15/17-06/30/17
Seo, Juhyeon	02/08/17-06/30/17
Thompson, Jordan	01/25/17-06/30/17
Tribbey, James	01/23/17-06/30/17
Veneracion, Hana	01/15/17-06/30/17

⁴ Related to John Licitra, Counselor, School of Guidance and Counseling, Irvine Valley College.

## A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert,** Community and Contract Education, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2016/2017 academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Not to	
<u>Name</u>	<u>Position</u>	Exceed (\$)	Start/End Date
⁵ Bentz, Marie	Model/SC	25.00	01/31/17-06/30/17
⁵ Bentz, Paul	Model/SC	25.00	02/08/17-06/30/17
Cummaro, Dallas	Tutor/SC	12.00	01/25/17-06/30/17
Gonzales, Jonathan	Tutor/IVC	12.00	02/27/17-06/30/17
Gross, Gage	Tutor/SC	12.00	02/28/17-06/30/17
Hermann, Lucy Jo	Community Ed. Presenter/IVC	11.50	01/24/17-06/30/17
Hu, Shirley	Tutor/IVC	11.50	02/27/17-06/30/17
Hurley, Jacob	Tutor/SC	12.00	01/31/17-06/30/17
Jamasebnejad, Niloofar	Tutor/IVC	12.00	01/17/17-06/30/17
Kahn, Jason	Community Ed. Presenter/IVC	11.50	01/25/17-06/30/17
Liuo, Jonathon	Tutor/IVC	12.00	01/17/17-06/30/17
Mahon, Nicholas	Tutor/IVC	13.00	02/10/17-06/30/17
Mohseni, Amirali	Tutor/IVC	12.00	02/27/17-06/30/17
Offenberger, Tara	Tutor/IVC	16.00	01/30/17-06/30/17
Otero, Carmen	Tutor/IVC	11.50	01/30/17-06/30/17
Rahbari, Golbou	Tutor/IVC	12.00	02/27/17-06/30/17
Sedor, John	Tutor/SC	12.00	01/30/17-06/30/17
Sharif, Amin	Tutor/SC	12.00	01/26/17-06/30/17

# B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS</u>

1. INSTRUCTIONAL ASSISTANT, Pos. #P0003305, Classified Bargaining Unit Salary Schedule Range 122, Learning Resource Center, Division of Online Education and Learning Resources, Saddleback College seeks authorization to eliminate this part-time, 15 hours per weeks, 12 months per year position from its staff complement, effective March 28, 2017. (Position approved: February 27, 2006)

## C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

 LEARNING ASSISTANCE SPECIALIST, CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 134, Library Services, Division of Online Education and Learning Resources, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective March 28, 2017. Employment in this categorical funded position is contingent upon funding by the Student Equity Program.

⁵ Spouses, both in Division of Fine Arts and Media Technology, Saddleback College.

## D. CHANGE OF STATUS

- 1. CLASSIFIED EMPLOYMENT (Information Items Pursuant to Board Policy 4002.1)
  - a. GORDON, DENNIS, ID #016460, Senior Accounting Specialist, Pos. #P0004116, Classified Bargaining Unit Salary Schedule Range 131, Step 6, Bursars Office, Department of College Administrative Services, Irvine Valley College, is to be employed as Director of Outreach and Recruitment, Categorical, a classified manager, Pos. #P0005119, Academic and Classified Administrator and Manager Salary Schedule Range 8, Step 6, 40 hours per week, 12 months per year, Department of Student Services, Irvine Valley College, effective February 13, 2017, with employment contingent upon funding by the Student Equity Program. This is a replacement for Sara Kumasaka.
  - b. GUAJARDO, ZACHARY, ID #019469, Admissions and Records Specialist I, Pos. #P0002743, Classified Bargaining Unit Salary Schedule Range 116, Step 5, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, is to be employed as Admissions and Records Specialist II, Pos. #P0003547, Classified Bargaining Unit Salary Schedule Range 120, Step 4, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, effective February 15, 2017. This is a replacement for My Phuong Truong.
  - c. HAYASHI-SMITH, MELANIE, ID #019764, Admissions and Records Specialist I, Pos. #P0002738, Classified Bargaining Unit Salary Schedule Range 116, Step 2, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, is to be employed as Admissions and Records Specialist II, Pos. #P0003315, Classified Bargaining Unit Salary Schedule Range 120, Step 1, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, effective February 15, 2017. This is a replacement for Lee Anne Leithem.
  - d. ⁶MASTRANGELO, DENNIS, ID #016344, Groundskeeper, Pos. #P0002793, Classified Bargaining Unit Salary Schedule Range 118, Step 4, 40 hours per week, 12 months per year, Department of Physical Plant, Saddleback College, is to be employed as Irrigation Systems Specialist, Pos. #P0010266, Classified Bargaining Unit Salary Schedule Range 129, Step 1, 40 hours per week, 12 months per year, Department of Physical Plant, Saddleback College, effective March 6, 2017. This position was approved by the Board of Trustee on September 26, 2016.
  - e. ⁷MIAN, SARAH, ID #021936, Human Resources Assistant, Pos. #P0003669, Classified Bargaining Unit Salary Schedule Range 121, Step 3, 40 hours per week, 12 months per year, Department of Human Resources, District Services is to be employed as Human Resources Specialist, Pos. #P0003516, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, Department of Human Resources, District Services, effective January 3, 2017. This is a replacement for Maria Feoktistova. Employee hired on March 28, 2016, and will serve a six month probation in new classification, in accordance with Article 5.3 of the CSEA contract.

⁶ Related to Janice Mastrangelo, Applications Specialist II, Technology Services, Saddleback College.

⁷ Correction to probationary status, submitted to the Board of Trustees on February 27, 2017.

## D. CHANGE OF STATUS - Continued

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - f. NORIEGA-GOODWIN, NATASHA, ID #018661, Counseling Office Assistant, Pos. #P0003883, Classified Bargaining Unit Salary Schedule Range 115, Step 5, 40 hours per week, 12 months per year, Division of Counseling Services, Saddleback College, is to be employed as Senior Matriculation Specialist, Pos. #P0009411, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, Division of Counseling Services, Saddleback College, effective February 27, 2017. This position was approved by the Board of Trustee on June 27, 2016.

## E. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

- 1. DE LA CRUZ, JUAN, ID #009947, Career Service Technician, Pos. #P0003487, Classified Bargaining Unit Salary Schedule Range 121, Step 2, 40 hours per week, 12 months per year, Division of Transfer, Career and Special Programs and Services, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective December 1, 2016.
- 2. GRAVESEN, LYNDA, ID #002289, Senior Laboratory Technician, Language, Pos. #P0004905, Classified Bargaining Unit Salary Schedule Range 130, Step 6, 40 hours per week, 12 months per year, Division of Liberal Arts, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective March 1, 2017.

## F. LEAVE OF ABSENCE

- 1. GARNER, KORI, ID #014632, New Media and Marketing Specialist, Pos. #P0004169, Classified Bargaining Unit Salary Schedule Range 138, Step 6, 40 hours per week, 12 months per year, Department of Marketing and Creative Services, Irvine Valley College, has been granted an unpaid general leave of absence, with paid benefits, effective February 13, 2017 through June 30, 2017.
- 2. PARRA, MICHAEL, ID #015568, Program Assistant, Categorical, Pos. #P0003612, Classified Bargaining Unit Salary Schedule Range 118, Step 4, 29 hours per week, 12 months per year, Division of Kinesiology and Athletics, Saddleback College, has been granted an unpaid general leave of absence effective May 30, 2017 through August 12, 2017.

## G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. GREENE, MEGAN, ID #022217, Senior Administrative Assistant, Pos. #P0003367, School of Online and Extended Education, Irvine Valley College, conclusion of employment effective February 6, 2017. Payment is authorized for any compensated time off. (Probationary Start date: August 1, 2016)

## H. VOLUNTEERS

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

Community Education, Emeritus, and K-12 Partnership, Saddleback College				
Adler, Nicole	Bailey, James	Barreto, Avrial		
Cervantes, Cole	Dabestani, Yasmin	Dunlevie, Thea		
Engle, William	Everson, Paola	Goodridge, Jonathan		

Engle, William Everson, Paola Goodridge, Jonath Inotani, Kaju Jones, Evan Kazemi, Natalie Ortiz, Taylor Pickard, Blake Reischl, Conner Sears, Shane Thies, Cali Thomas, Cole Trinh, Tommy Turner, Sam Uburtis, Natalie

White, Tasha

Community Education, Emeritus, and K-12 Partnership, Saddleback College

LaCour, Edison Wilhelms, Averi

Fine Arts, Irvine Valley College

Ahn, Dylan Jiang, Luchi Kirz, Noelle Koga, Justin Mendaros, Kirk Mesple, Eric Mittleman, Zacham Phillippe, Marie-Pierre Whyte, Terrance

Fine Arts and Media Technology, Saddleback College

Heiden, Charles Kaye, Michael Lane, Michelle Madi, Atefeh Nguyen, Cally Nguyen, Sara Thompson, Rachel Tilton, Chloe Tilton, Jill

Truong, Andrew

Guidance and Counseling, Irvine Valley College

Maldonado, Marcela Setyono, Nadia Tibbetts, Victoria

Kinesiology and Athletics, Saddleback College

Bordere, David Campbell, Sean Escobar, Marcial Eugenio, Maria Gonzales, Anthony Gruszczyaski, Sherri Harlow, Susanne Hernandez, Andrea Hillemann, Chris Hughes, Marcus Jones, Denise Justin, Dunn Kim, William Lesueur, Reginald Lim. Allen MacDonald, Kate Mendoza, Nestor Meschuk, Aaron Orr, Hilary Peek, Jon Peeples, Johnnie Perez, Michal Phung, Andy Preszler, Eric

Robbins, Caitlin Saenz, Rosaura Saunders, Charmaine

Silva, Hannah Silva, Shannon Soto, Tracy Thapar, Trisha Velasco, Alberto Yeung, Josh

Kinesiology, Health and Athletics, Irvine Valley College

Hess, Lauren Strickland, Jeff

Liberal Arts, Irvine Valley College

Yokoyama, Satoshi

Social and Behavioral Sciences, Saddleback College

Gregory, Kristopher Machado, Ronald Marnich, Nikolas

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.16 DATE: 3/27/17

**TO:** Board of Trustees

**FROM**: Debra L. Fitzsimons, Interim Chancellor

**RE**: SOCCCD: SOCCCD Police Officers Association Master Agreement

**ACTION**: Ratification

## **BACKGROUND**

The prior collective bargaining agreement between South Orange County Community College District (District) and the South Orange County Community College District Police Officers Association (POA) expired June 30, 2015. The District and SOCCCD POA negotiators have reached a tentative agreement for the period of July 1, 2015 through June 30, 2018. SOCCCD POA completed a ratification election on February 24, 2017.

## <u>STATUS</u>

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The costs of the agreement with POA for the three-year period, as displayed in Exhibit A, are estimated to be \$364,935.00, including benefits. A final copy of the Tentative Agreement is attached as Exhibit B.

## **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees ratify the Police Officers Association Master Agreement (Exhibit B) between the District and POA for the term July 1, 2015 to June 30, 2018, as ratified by POA in an election concluded February 24, 2017, and authorize the Interim Chancellor to execute the agreement with estimated costs of \$364,935.00 for the three-year period.

## POA Negotiations Costing 12/14/2016

- Cost of increasing POA salaries 6% in Year 1 and 3% in Years 2 & 3:

			Annual Cost			
		2015-16	2	2015-16	2016-17	2017-18
	Bud	geted Salaries	6%	Increase	3% Increase	3% Increase
Annual Salary						
Increase	\$	1,083,345	\$	65,001	\$ 34,450	\$ 35,484
Benefits		231,262		13,876	7,613	8,694
Salary & Benefits						
Increase	\$	1,314,607	\$	78,877	\$ 42,063	\$ 44,178
		Increase %		6.0%	3.0%	3.0%
		Benefits %		21.347%	22.100%	24.500%

		<b>Cumulative Cost</b>			Total Cost
	2015-16	2016-17	2017-18		3 Year
Cι	umulative Cost	<b>Cumulative Cost</b>	<b>Cumulative Cost</b>	Cı	umulative Cost
Ç	65,001	\$ 99,451	\$ 134,935	Ş	5 299,387
	13,876	21,489	30,183		65,548
Ç	5 78,877	\$ 120,940	\$ 165,118	ç	364,935
	6.0%	9.2%	12.6%		27.8%

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT



# POLICE OFFICERS ASSOCIATION

MASTER AGREEMENT

July 1, 2015 – June 30, 2018

# **IN WITNESS WHEREOF,** the parties hereto have duly executed this Agreement as follows:

Date

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION

Timothy Jemal,

President, Board of Trustees

Beau Arbuthnot,

Date

**POA President** 

Dr. Debra L. Fitzsimons,

Chancellor

Date Michael McGill

Date

Adams, Ferrone & Ferrone

Dr. David P. Bugay, Date

Vice Chancellor Human Resources Employer/Employee Relations

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## **PREAMBLE**

This Agreement is made and entered into this 27th day of March 27, 2017 by and between the South Orange County Community College District, hereinafter referred to as District, and South Orange County Community College District Police Officers Association, hereinafter referred to as POA.

The District agrees that POA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

The purpose of this Agreement is to promote the improvement employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

## **MANAGEMENT RIGHTS**

In order to ensure that the District shall continue to carry out its safety and protection services functions and responsibilities to the public, students and employees as imposed by law, and to maintain efficient and responsive police and safety provisions for the visitors and employees of the District, the District continues to reserve and retain solely and exclusively all rights which are beyond the scope of negotiations under Government Code Section 3543.2, and also rights which are not limited by the terms of this Agreement are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

- 1. Determine Campus Police Department policy, including the right to manage the affairs of the Safety Department in all respects;
- 2. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 3. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, in all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; or investment policies and practices; or budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
- 4. The educational policies, procedures, objectives, goals and programs including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extracurricular activities, and emergency situations; and the substitutive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;
- 5. Determine the issues of public policy and control the overall mission of the Campus Police Department;

- 6. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or subcontract any work, services or operations of the Campus Police Department. For any new District property, the District shall have the right to subcontract services until there are 500 students on the property continuously for a period of 90 days. Thereafter the POA and the District shall upon the POA's written notice to the District further discuss the District's right to subcontract on that new property.
- 7. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Campus Police Department;
- 8. Relieve members of the Campus Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, in accordance with the Education Code;
- 9. Determine the size and composition of the Campus Police Department, assign members of the Campus Police Department, and establish work schedules and assignments;
- 10. To the extent permitted by law, the utilization of personnel not covered in this Agreement to do work which is normally done by employees covered hereby, and the methods of selection of assignment of such personnel;
- 11. Determine the appropriate job classifications, organizational structure, and personnel by which the Campus Police Department operations are conducted;
- 12. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the District subject only to applicable law; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, workloads, and the number of employees; and the determination as to whether, when and where there is a job opening;
- 13. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards; the dates, times, and hours of operation of District facilities, functions, and activities; school calendars, the assignment of paid duty days beyond the regular assign duty year; the assignment of overtime;
- 14. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

- 15. Maintain and improve the efficiency and effectiveness of the Safety/ Security Department;
- 16. Take any necessary actions to carry out the mission of the Safety/ Security Department in situations of emergency as defined in Government Code Section 8558;
- 17. Take whatever other actions may be necessary to carry out the wishes of the District, and for police protection not otherwise specified above;
- 18. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies, and procedures designed to comply with applicable judicial decisions and legislative enactment and to require compliance therewith;
- 19. All other rights of the District not expressly limited by the provisions of this Agreement are also expressly reserved by the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from executing the right in a different manner; and
- 20. The contractual rights of the POA and the employees are set forth in other Articles of this Agreement and this Article is not a source of such rights. Accordingly, the provisions of this Article shall not be grievable.

## RECOGNITION

- **2.1 Acknowledgement:** The District hereby acknowledges that POA is the exclusive bargaining unit representative for the classified employees holding those positions described in Campus Security Officer, Police Officer, and Police Officer Lead. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify POA. In the event POA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the PERB for resolution.
- **Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the EERA.

## **2.3** Definition of Bargaining Unit:

- **2.3.1** Persons hired for a limited duration shall be classed as short-term employees and shall not be members of the bargaining unit.
- **2.3.2** Employees in positions in paid status less than 195 days in any fiscal year shall not be members of the bargaining unit (Education Code §88003).
- 2.4 **Long-Term Substitutes:** The District may use substitute employees as follows: 1) to replace a bargaining unit employee who is temporarily absent from duty, or 2) to fill the vacancy in any bargaining unit position while the District is engaged in a procedure to hire a permanent employee to fill that vacancy. Pursuant to Education Code § 88003, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in a bargaining unit position as set forth in the second scenario set forth above, the District may fill the vacancy through the employment, for not more than 180 calendar days, of one or more substitute employees. The District shall use substitutes no longer than 180 days to fill such vacant positions pursuant to this provision. Absent express agreement from the POA, the District shall not extend the use of a substitute beyond the 180 day limit. The District's use of a substitute employee to replace a bargaining unit employee who is temporarily absent from duty pursuant to the first scenario set forth above shall not be restricted with respect to any time limitations. An employee employed to fill a position for an employee on a leave of absence shall not be a member of the bargaining unit regardless of length of absence.

## CHECK-OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off: POA shall have the sole and exclusive right to have membership dues, initiation, and service frees deducted for employees in the bargaining unit by the District. The District shall pay to POA within thirty (30) days all sums so deducted.

## 3.2 Dues Deduction:

- **3.2.1** POA agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.
- 3.2.2 Each permanent employee in this unit shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received.
- 3.2.3 During the term of the Memorandum of Understanding, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the South Orange County Community College District Police Officers Association will not be accepted by the District. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the District's meet and confer process.
- **3.2.4** The District shall notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained.

- 3.2.5 Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.
- 3.2.6 The District shall cause the amount of the dues or service fee to be deducted monthly from the payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
- **3.2.7** Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the District within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
- **3.2.8** The District shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
- **3.2.9** As of the effective date of the Memorandum of Understanding, the amount of the monthly dues deduction will be \$60.
- **3.2.10** When the District receives notice from the Association to change the deduction percentage rate, the District is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
- **3.2.11** The authorization to deduct dues and agency shop fees shall remain in effect until written notice of cancellation is given by an employee to the District's Office on the appropriate form provided by the District for this purpose.
- **3.2.12** Management will provide the Association with the name, home address and employee number of each permanent employee.

- **3.2.13** The District shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.
- 3.3 The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.
- **POA Rights:** POA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
  - **3.4.1** The right of access at reasonable time to employees and to the areas in which they work.
  - **3.4.2** The right to use without charge institutional bulletin boards, mailboxes, and the use of the District mail system, and other District means of communication for the posting or transmission of information of notices concerning POA matters.
  - **3.4.3** The right to use, with approval, institutional equipment, facilities, and buildings.
  - **3.4.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
    - 3.4.4.1 The right to receive, upon request, a copy of any records which are required for the use of the employee and POA in utilizing the grievance procedure.
  - 3.4.5 The right to be supplied with a complete roster of bargaining unit employees within ninety (90) days of the effective date of this Agreement, and every July and January thereafter for the terms of this Agreement.
  - **3.4.6** The right to receive upon request one (1) copy of any and all written reports submitted to any other governmental agency.
  - **3.4.7** The right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
  - **3.4.8** The right to review upon request any other public material in the possession of or produced by the District necessary for POA to fulfill its role as the exclusive bargaining representative.

- **3.4.9** The District agrees to grant release time to one (1) member of the Association to attend the Peace Officers Research Association of California (PORAC) annual conference. The District shall reimburse the actual and necessary expenses of that member. Any such reimbursement shall be subject to District policy.
- **3.4.10** The District agrees to allow Association members to donate vacation time for membership attendance at Association leadership training and PORAC conferences. The use of such donated vacation time shall not be used by more than two Association members concurrently and shall be subject to the any limitations set forth in Article 10.
- **3.4.11** Upon prior approval by the District, the Association may reimburse the District for a member's leave time spent attending Association leadership training and PORAC conferences. The use of such reimbursable leave time shall be used by no more than two Association members concurrently.
- **3.4.12** The Chapter President or designee shall be granted four (4) hours per month for President or designee of released time, exclusive of all other released time listed under other provisions of this Agreement. This released time is to be scheduled with the mutual agreement of the immediate supervisor and the employee, and the schedule is to be set reasonably.
- **3.4.13** The President or designee shall be granted reasonable released time to attend shared governance committee meetings.
- **3.4.14** Upon its exclusive discretion, the District may provide paid release time for Association members to attend District-approved training and conferences.
- **3.4.15** The District shall provide office space for the Association in a location other than the campus police departments, subject to continued availability.
- 3.5 No Discrimination on Account of POA Activity: Neither the District nor POA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in POA activity.
- **Exclusive Representative:** Negotiations on matters within the scope of representation shall take place between the District and POA.

- **3.7 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or POA without prior notice to and approval by POA of the negotiations and the agreement.
- **3.8 Distribution of Contract:** Within sixty (60) calendar days after the execution of this contract, and/or reopener agreements, the District shall make such documents available on the District website.
- **Abolition of a Position or Class of Positions:** If the District proposes to abolish a position or class of positions, it shall notify POA in writing and the parties may meet and discuss the proposal.
- **3.10 POA Schedule of In-Service Meetings:** With approval from the immediate supervisor, the President or designee will be provided governance attendance of ninety (90) minutes quarterly, released time to attend this meeting. The meetings shall be scheduled as follows:

Irvine Valley 12:00 - 1:30 p.m. Saddleback 3:00 - 4:30 p.m.

## **EVALUATIONS**

4.1 All employees shall receive an annual written performance evaluation. The evaluation shall address those areas which need improvement, as well as identify those areas in which an employee meets or exceeds Department standards.

If necessary, the evaluation may also set forth an improvement plan developed by both the supervisor and employee. The plan shall outline specific steps that the employee can take to improve in the identified areas. The purpose of this plan is to both foster improved communications between supervisor and the employee and to place the employee in a better position for career advancement within the department.

- 4.2 No evaluation of any employee shall be placed in any personnel file without an opportunity provided for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.
- **4.3 Probationary Period:** New employees shall serve a probationary period of one (1) year (12 months). During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment.
  - **4.3.1 Probationary Period Upon Promotion:** Employees will be required to serve a new probationary period of one year (12 months) each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment in the new position.

## **Probation Requirement**

	<u>NO</u>	<u>YES</u>
No classification change	X	
Promotion		X
Reclassification	X	
Reassignment within the same classification	X	
Reallocation	X	
	<u>NO</u>	<u>YES</u>
Transfer of same position:		
To another operating unit	X	

	F	Exhibit B Page 15 of 96
Within operating unit	X	
Transfer with classification change		X
Voluntary demotion other than layoff:		
- Into classification previously held or substantially		
similar classification	X	
- Into classification not previously held or not substantially	,	
similar classification		X
Medical or ADA Transfer		X

## **ARTICLE 4(A)**

## PERSONNEL FILES

- **4(A).1** Materials in personnel files of classified employees which serve as a basis for affecting the status of their employment shall be made available for inspection by the employee. Ratings, reports or records which were either obtained prior to employment, or prepared by identifiable examination committee members, or obtained in connection with a promotional examination shall be specifically excluded from inspection by the employee and/or the employee's agent or representative.
- **4(A).2** All information and/or materials of a derogatory nature, except material mentioned in Section 4.4.1 shall not be entered or filed in the employee's personnel file unless and until the employee is given notice and offered a copy of the contents to review the document and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her comments thereon. Thirty days shall be allocated for review and comment and is subject to approval by the appropriate district administrator.
- **4(A).3** Letters of reprimand shall be given only for just cause. Employees shall have the right to review all derogatory information before it is placed in their personnel files, and may attach their comments to any material so placed.
- **4(A).4** The provisions contained herein shall be construed to be clarification of Education Code Section §87031 and the Peace Officer's Procedural Bill of Rights Act.

## **HOURS AND OVERTIME**

## 5.1 Workweek:

- **5.1.1 Normal Workweek:** The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- **5.1.2 3/12 Schedule:** Notwithstanding Article 5.1.1, the District reserves the right to implement a "3/12" work schedule at the Saddleback College and/or Irvine Valley College with 30-days advance notice prior to the effective date of the change. The District reserves the right to revert the 3/12 work schedule to the work schedule set forth under Article 5.1.1 with 30-days advance notice prior to the effective date of the change.
  - 5.1.2.1. In the event that the District implements a "3/12" work schedule pursuant to Section 5.1.2, the District and the POA agree that, upon a party's request, the Agreement will be reopened for the limited purpose of meeting and conferring over any unanticipated impacts on matters within the scope of bargaining.
- **Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

## **5.3** Adjustment of Assigned Time:

- 5.3.1 Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- **5.3.2** The District shall give fifteen (15) working days' notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than fifteen (15) working days.

- **5.4 Voting Time-Off:** If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- **5.5 Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time shall be determined by the Chief of Police subject to the provisions of this Article. No overtime may be worked without the prior approval and at the discretion of the Chief of Police.
  - **5.5.1 Overtime:** Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted. Overtime for a normal workweek is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked. Overtime for a 3/12 schedule is defined as time worked in excess of twelve (12) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.
  - **5.5.2** An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work at the discretion of the Chief of Police. Compensatory time off shall be granted at one and one-half times the regular rate of pay.
    - 5.5.2.1 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.
    - 5.5.2.2 The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 100 hours on the books at any time. Time beyond this amount shall be paid as paid in cash at overtime rates. Members that currently have over 100 hours of accumulated compensatory time will be permitted to maintain that time without being required to cash out the excess amount. While any member has compensatory time in excess of the 100 hour maximum, he or she will not be able to accumulate additional compensatory time. Once any member falls below the 100 hours of accumulated compensatory time, he or she will be subject to the accumulation limit of 100 hours.

5.5.3 All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and-one-half (1.5) times the regular rate of pay except for hours worked on holidays by employees in the classification of Police Officer, Weekends/Holidays, pursuant to the provisions of Education Code §88204. If working a twelve (12) hour shift, eligible employees shall receive twelve (12) hours of holiday pay at the above referenced rates, rather than eight (8) hours had they been working an eight (8) hour shift.

Employees in the classification of Safety Officer, Weekend and Holiday as of April 30, 1987 shall be entitled to holiday pay Article 5.5.3. Employees hired on or after May 1, 1987 shall be subject to and paid in accordance with Education Code Section 88204 at Grade 20 (Range 130, effective 7/1/88 and Police Officer Weekends Holidays, Range 2 effective July 1, 2000) and shall not be entitled to holiday pay. Service in the classification of Police Officer, Weekend and Holiday is a separate classification and shall not constitute a service for seniority or layoff purposes in the separate classification of Police Officer, or Campus Security Officer.

## **5.6** Shift Differential-Compensation:

**5.6.1** Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned to a shift in a "3/12" work schedule pursuant to Section 5.1.2 that encompasses working at 12:00 a.m. (midnight) shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Shift differentials are not paid if the employee is working the shift based on overtime pay, unless the employee has worked for four (4) or more such shifts during the pay period.

**5.6.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

## **5.7** Overtime Distribution:

- **5.7.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.
- **5.7.2** In the event the overtime requires special skills, those special skills will be carefully considered by the Chief or his/her designee in distributing overtime.
- **5.8 Call Back Time:** Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay straight time, or overtime for amount of time worked, whichever is greater.
  - **On-Call Time:** If an employee is placed on "Court On-Call Time" when the employee is not regularly scheduled, the employee shall receive three (3) hours straight time. At such time, the employee must be prepared to report for work within one hour. During "Court On-Call Time," the employee shall remain free of any impairments that may hinder his/her ability to effective perform his/her job duties.
- **5.9 Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime or call back, or call in time. If all available bargaining unit members in the department refuse the request, the overtime shall be assigned based on a rotation of bargaining unit members and the overtime shall be accepted by the employee. Bargaining unit members on paid or unpaid leave shall not be considered to be available for purposes of this provision.

## PAY AND ALLOWANCES

## 6.1 Regular Rate of Pay:

Effective July 1, 2015 the regular rate of pay for each position in POA shall be increased by 6% in accordance with the rates established for each class as provided for in Exhibit A. Effective July 1, 2016, the regular rate of pay for each position in the bargaining unit shall be increased by 3% in accordance with the rates established for each class as provided for in Exhibit A. Effective July 1, 2017, the regular rate of pay for each position in the bargaining unit shall be increased shall be increased by 3% in accordance with the rates established for each class as provided for in Exhibit A. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this agreement. All such wages increases will be in lieu of any state-funded COLA.

- **6.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.
- 6.3 Paycheck Frequency: All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paycheck will be in accordance with new procedures.

- **6.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.
- 6.5 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Business Services will consider lost checks as a major priority and will act with as much speed as possible.

## **6.6** Change in Range Assignments:

- **6.6.1** Promotion Any employee receiving a promotion shall receive a salary increase of at least five and one-half (5.5) percent, except when the employee is on Step 6 and the range of the new position is only 1 or 2 ranges higher than the current position.
- **6.6.2** When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a rate that will reasonably reflect the duties required to be performed outside his/her regularly assigned duties.
- **Mileage:** Any employee in the bargaining unit using his/her private vehicle on authorized District business must have prior approval from their supervisor and shall be reimbursed at the current allowable standard IRS rate. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- **Meals and/or Lodging:** Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed in accordance with Board Policy.

**6.9 Longevity:** The District agrees to additionally compensate long service employees as specified below:

```
2%
                                      5
                                          years of service
        increase in salary after
        increase in salary after
                                          years of service
3%
        increase in salary after
                                          years of service
4%
        increase in salary after
                                      8
                                          years of service
5%
        increase in salary after
                                          years of service
6%
                                          years of service
7%
        increase in salary after
                                     10
        increase in salary after
                                          vears of service
8%
                                     11
9%
        increase in salary after
                                     12
                                          years of service
                                          years of service
10%
        increase in salary after
                                     13
        increase in salary after
                                     14
                                          years of service
11%
12%
        increase in salary after
                                          years of service
                                     15
13%
        increase in salary after
                                     16
                                          years of service
        increase in salary after
                                          vears of service
14%
                                     17
                                          years of service
        increase in salary after
15%
                                     18
16%
        increase in salary after
                                     19
                                          years of service
        increase in salary after
                                          years of service
17%
                                     20
18%
        increase in salary after
                                     21
                                          vears of service
19%
        increase in salary after
                                     22
                                          years of service
20%
        increase in salary after
                                     23
                                          years of service
21%
        increase in salary after
                                     24
                                          years of service
22%
        increase in salary after
                                     25
                                          years of service
```

- **6.9.1** The provisions of Article 6.9 will be discontinued for all bargaining unit members hired after October 1, 1998.
- **6.10 Step Increments:** The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.
- **6.11 Salary Placement New Employees:** New employees will be placed on the first step of the range to which they are appointed. At the discretion of the District, higher initial placements of full-time employees (30 hours or more per week) may occur with administrative approval up to step three (3) if there are verifiable wages and experience from previous employment. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).
- **6.12 Distribution of Job Information:** Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per

day, per week, and months per year.

- **6.13 Parking:** Appropriate parking shall be provided on campus for \$20.00 per academic year for each member. Effective with the beginning of the 2016/17 academic year, the cost of parking will be increased to \$40.00 per academic year for full-time members and \$20.00 per academic year for part-time members.
  - **Parking Lot Assessment:** The District shall include an assessment of the feasibility of a dedicated secure parking lot for Police Officers as part of a comprehensive parking survey. This obligation does not obligate the District provide for a secure parking lot for Police Officers in any future project.
- 6.14 Bilingual Pay: Police Officers may become certified by the District in a foreign language in which they can demonstrate fluency by taking and passing a test administered by the Human Resources Department (or designee) for the purpose of being able to use those foreign language skills in the line of duty with a person unable to speak English. When an Officer is directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of his/her assignment, he/she shall receive a stipend of 2% of base salary. The District shall require testing and certification of bilingual ability prior to the authorization for this stipend.
- **6.15 Field Training Officer (FTO):** The District will provide an allowance to FTO's of five (5) percent added to base compensation during the pay period that they serve as an FTO starting on the first day of the following month.

### EMPLOYEE EXPENSES AND MATERIALS

- **7.1 Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- **7.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees use their personal vehicle on authorized employer business.
- **7.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 7.4 Hold Harmless Clause: Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as permitted by law.

### **HEALTH AND WELFARE BENEFITS**

### 8.1 Employee and Dependent Insurance Coverage:

The benefits provided for eligible active and retired employees are:

- a. Health Insurance: Effective July 1, 2015, the District shall provide up to a maximum annual contribution of \$20,556 for medical insurance for all eligible unit members, eligible retirees, and their eligible dependents. For each succeeding year, the District shall raise its annual contribution by up to 10%, provided, however, that the District contribution shall not drop below the annual cost of the HMO plan. Any premium increase above 10% shall be paid by active employees through payroll deduction.
  - 1. PPO Plan
  - 2. HMO Plan
- b. Life Insurance:
- c. Dental Insurance:
- d. Vision Insurance
- e. Long Term Disability
- f. Employee assistance program
- g. Long Term Care Insurance: For the duration of this Agreement, effective on the first day of the month, 30 days following Board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members.

The coverage provided in the plans shall meet the specifications agreed to by the District and POA and on file at the District Business Office.

# 8.2 Eligibility

- **8.2.1** All employees in the bargaining unit who work at least seventy-five (75) percent of the workweek shall be covered under the programs provided in Section 8.1 of this article in accordance with those Sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.
- **8.3 Benefits Administration:** POA shall have the right to appoint one (1) representative to a District wide committee formed for the purpose of research and

reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.

- **8.4 Benefits Upon Retirement:** For the term of this Agreement, the District shall pay the cost of health, dental, and vision insurance from the age of sixty (60) until eligibility for Medicare for employees who retire from the District and become retired annuitant of all CalPERS employment and who have been employed in the District full-time ten (10) consecutive years or longer preceding the date of retirement.
  - **8.4.1** The District shall provide retired employees who qualify for continuation of benefits under Article 8.4 with the option to purchase at employee expense supplemental medical coverage, provided the employee has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to approval of the District's insurance carrier. That shall not be considered a vested right of retirees. The retiree may select from Options A or B subject to the conditions set forth herein.
    - **Option A:** The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15th of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.
    - **Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and the POA will meet to negotiate a similar program under a different administrator.
- **8.5 Section 125 Flexible Benefits:** The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.
- **8.6** General Provisions: All enrollments are subject to carrier restrictions.
- **8.7 Legal Assistance Program:** For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.

### **HOLIDAYS**

**9.1 Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays. This schedule has been adjusted to take into account when a holiday falls on a Saturday or Sunday. Holidays will coincide with the Academic Calendar for each year:

#### **HOLIDAYS**

Independence Day
Labor Day
Veteran's Day
Thanksgiving Days
Winter Recess
M. L. King, Jr. Day
Lincoln's Day
President's Day
Friday (in lieu of
Admission's Day)
Cesar Chavez Day
Memorial Day

**9.2 Additional Holidays:** Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under current Education Code or its successors shall be paid holidays for all employees in the bargaining unit. Holidays will coincide with the Academic Calendar for each year.

# 9.3 Holidays on Saturday or Sunday:

- **9.3.1** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 9.3.2, when a holiday falls on Sunday the following workday which is not a holiday shall be deemed to be that holiday.
- **9.3.2** The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

### **VACATIONS**

- **10.1 Eligibility:** Vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 through June 30.
- **10.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.
- **10.3 Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
  - 10.3.1 From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one-time basis in addition to all other provisions in this Article.
  - 10.3.2 Commencing with the (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.
  - **10.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.
  - **10.3.4** Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation per fiscal year.

#### 10.3.5 Illustration:

### TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

### **ELEVEN-MONTH EMPLOYEES**

1 Month to	5 Years	11	Days Vacation
6 Years through	11 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

# **TEN-MONTH EMPLOYEES**

1 Month to	5 Years	10	Days Vacation
6 Years through	11 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

**10.4 Vacation Pay Upon Termination:** When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry-over of earned vacation shall be in accordance with Article 10.6.

# **10.5** Vacation Postponement:

- 10.5.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.
- 10.5.2 If for any unforeseen reason, such as illness, injury or personal property loss, a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year. This does not provide for employee's election not to take vacation for added compensation.
- **10.6 Vacation Carry Over:** Employees in the POA may not accrue more than one and one-half times their annual vacation accrual. Employees' vacation balances exceeding one and one-half times their vacation accrual shall not earn further vacation leave until they reduce their vacation leave balance to an amount not exceeding one and one-half times their annual vacation leave accrual.
- **10.7 Holidays:** When a holiday falls during the scheduled vacation of any bargaining

- unit employee, such holiday shall not be deducted from the earned vacation of the employee.
- **10.8 Vacation Scheduling:** Vacations shall be scheduled at times requested by bargaining unit employees with mutual agreement of the supervisor.
- **10.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

### CONDITIONS OF EMPLOYMENT

11.1 All Campus Police Officers shall comply with and fulfill the requirements specified in the following California statutes:

California Penal Code Section 830.32 states that the following persons are peace officers whose authority extends to any place in the state for the purpose of performing their primary duty or when making an arrest pursuant to Section 836 as to any public offense with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of that offense, or pursuant to Section 8597 or 8598 of the Government Code. Those peace officers may carry firearms only if authorized and under terms and conditions specified by their employing agency.

- (a) Members of a California Community College police department appointed pursuant to Section 72330 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 72330 of the Education Code.
- (b) Persons employed as members of a police department of a school district pursuant to Section 39670 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 39670 of the Education Code.
- (c) Any peace officer employed by a K-12 public school district or California Community College district that has completed training as prescribed by subdivision (f) of Section 832.3 shall be designated a school police officer.
- (d) California Penal Code Section 832.3(a) states, any police officer of a district authorized by statute to maintain a police department, who is first employed after January 1, 1975, shall successfully complete a course of training prescribed by the Commission on Peace Officer Standards and Training before exercising the powers of a peace officer, except while participating as a trainee in a supervised field training program approved by the Commission on Peace Officer Standards and Training.
- (e) Each police chief, or any other person in charge of a local law enforcement agency, appointed on or after January 1, 1999, as a condition of continued employment, shall complete the course of training pursuant to this subdivision within two years of appointment. The training course for a sheriff, an undersheriff, and a deputy sheriff of a county, and a police chief and a police officer of a city or any other local law enforcement agency, shall be the same.
- (f) Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete a basic course of training as prescribed by subdivision (a) before exercising the powers of a peace officer. A school police officer shall not be subject to this subdivision while participating as a trainee in a supervised field-training program approved by the Commission on Peace Officer Standards and Training.
  - (g) The Commission shall prepare a specialized course of instruction for the

training of school Police Officers, as defined in Section 830.32, to meet the unique safety needs of a school environment. This course is intended to supplement any other training requirements.

(h) Any school peace officer first employed by a K-12 public school district or California Community College district before July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) no later than July 1, 2002. Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) within two years of the date of first employment.

Education Code Section 72330.2 requires every member of a California Community College police department first employed by a California Community College district before July 1, 1999, shall, in order to retain his or her employment, fulfill both of the following conditions:

- (a) The employee shall submit to the district one copy of his or her fingerprints on forms prescribed by the Department of Justice. The Department of Justice shall forward this copy to the United States Federal Bureau of Investigation.
- (b) The employee shall be determined to be a person who is not prohibited from employment by the California Community College district, and, if the employee is required to carry a firearm, shall be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm.

The Department of Justice may participate in the National Instant Criminal Background Check System (NICS) in lieu of submitting fingerprints to the United States Federal Bureau of Investigation in order to meet the requirements of this section relating to firearms.

Compliance with the provisions of Government Code Sections 1029 and 1031 are also required.

- Pursuant to California Penal Code Section 830.32(c), the title Campus Safety Officer is changed to Campus Police Officer. A new classification titled Campus Security Officer will be added to augment the existing force structure.
- 11.3 Current bargaining unit employees who are found not eligible for further employment as Campus Police Officers due to possessing mandatory disqualifying evidence in their personal history discovered as a result of a P.O.S.T background investigation, shall be terminated from employment.

Campus Police Officers who are found not eligible for further employment due to possessing discretionary disqualifying information in their personal history discovered as a result of a P.O.S.T. background investigation utilizing post criteria, or as a result of failing a P.O.S.T psychological examination, shall be reclassified as Campus Security Officers.

**11.3.1** Campus Security Officers do not have peace officer authority or power and will not carry firearms.

- **11.3.2** Campus Security Officers perform observe and report in-house security guard functions as specified in the job specification that is approved by the Governing Board of Trustees.
- 11.3.3 Campus Security Officers will be issued uniforms different from those issued to Campus Police Officers. The Chief shall have discretion to determine the standard uniform issue for Campus Security Officers.
- 11.3.4 Campus Security Officers shall comply with and fulfill the selection and training standards established by the Bureau of Investigative Services (BSIS), California Department of Consumer Affairs and the District, in accordance with Education Code §72330.5.
- **11.3.5** Campus Security Officers shall, as a condition of employment, satisfy the requirements of Education Code §72330.5(d).
- 11.4 Employees that are reclassified as Campus Security Officers will remain at their current salary range and benefit schedule for a period of three years from the date of reclassification. At the end of three years, they will be placed on the Campus Security Officer salary schedule, Step 6. Once reclassified, they will not receive further longevity pay or step and column increases under the current or future Campus Police Officer District Salary Schedule. They will continue to receive cost of living allowances when approved by the Governing Board of Trustees.
- 11.5 At no time will a Campus Security Officer position be hired to replace a Campus Police Officer position.
- 11.6 At no time will a Campus Security Officer be permanently or temporarily scheduled or assigned to replace a Campus Police Officer from his or her assigned duties or work shift.

### UNIFORMS/WEAPONS INSPECTION/RANGE TRAINING

Upon being hired, full time Police Officers shall receive five (5) new uniforms (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Part-time Police Officers shall receive two (2) new uniforms upon hire (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Summer uniforms authorized May 1 through October 30 or as authorized by the Chief of Police. Purchase replacement of summer uniforms will be up to two (2) sets per calendar year. The chief has the discretion of determining the uniform of the day.

The average value of issued and replacement items is \$1500 per year.

- **12.1** All Police Officers shall be subject to weekly weapons inspections by the appropriate supervisory employee.
- 12.2 Four (4) hours of training may be performed on a monthly basis scheduled at the discretion of the Chief of Police or his/her designee.
- 12.3 Firearms requalifications shall be successfully completed at least monthly scheduled at the discretion of the Chief of Police. The District will make efforts to schedule firearms requalifications during regularly scheduled work hours. In the event that a requalification occurs outside regularly scheduled work hours, the District will compensate the bargaining unit member with overtime in accordance with the Fair Labor Standards Act.
- A Police Officer may be permitted to carry a backup weapon based upon case-bycase discretionary approval of the Chief of Police. The Chief of Police shall only
  deny a request by a Police Officer to carry a backup weapon based upon a legitimate
  reason. If a Police Officer is authorized to carry a backup weapon, the Officer will
  qualify with the backup weapon upon initial approval and every January as long as
  the backup weapon is carried in a backup capacity at any time during the year. The
  holster worn by the Police Officer for the backup weapon must also be approved
  by the Chief of Police. Ankle holsters will not be allowed. The Police Officer shall
  independently bear all costs related to an approved backup weapon and holster.

### **LEAVES**

- 13.1 Bereavement Leave: Employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of three (3) days, and five (5) days if travel exceeds 200 miles one way within the State of California, or five (5) days if travel is outside the State of California. The immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, former spouse, or any relative living in the immediate household of the employee.
  - **13.1.1** Personal Necessity Leave can be used to extend bereavement leave.
- 13.2 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.
- 13.3 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

### 13.4 Sick Leave:

- **13.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
- **13.4.2** Any full time bargaining unit member employed for less than a full fiscal year at the time of granting sick leave, shall be entitled to a pro-rata share of sick leave accrued based upon the proportion of the fiscal year the employee works.

- 13.4.3 An employee employed less than five (5) days per week shall be entitled to a pro-rata share of sick leave based upon the proportion of a full week the employee is permanently scheduled.
- **13.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 13.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

If employee resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the employee's final pay check. If the final paycheck is not sufficient, a repayment schedule shall be agreed to between the employee and the District.

- **13.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.
- 13.4.7 If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- **13.4.8** Any accrued sick leave credit earned by an employee but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.
- **13.4.9** Accumulated sick leave up to seven (7) days may be used in any fiscal year by the employee in cases of personal necessity, including any of the following:
  - Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 13, Section 13.1 (Bereavement Leave).
  - 13.4.9.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

- 13.4.9.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 13.4.9.4 Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.
- 13.4.9.5 Notification of personal necessity leave shall be made at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.
- 13.4.9.6 Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 18.10.2 relating to layoffs.
- 13.4.10 A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Acting Chancellor, or Director of Human Resources may require a statement from a physician at any time regardless of the duration of the absence.
- **13.5 Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:
  - 13.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

- 13.5.1.1 An employee suffering serious bodily injury during the performance of his/her duties as a result of a willful and unlawful use of force or violence by another necessitating absence from his/her duties and responsibilities shall be entitled to leave of up to one hundred twenty (120) working days in any one fiscal year for that injury. This leave shall not be accumulated from year to year, and if this leave overlaps the fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred. This leave is intended to provide an additional 60 days of paid leave beyond benefits provided in Section 13.5.1 as a result of an employee suffering a work related serious bodily injury as a result of a willful and unlawful use of force or violence against a bargaining unit member.
- 13.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.
- 13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when, added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- **13.5.4** Remain in State During Industrial Accident or Illness Leave: Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 13.6 Entitlement to Other Sick Leave: Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 13.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 13.4. The leave in this Section shall not be accumulative.

- **13.6.1** For employees newly hired on or after July 1, 2000, entitlement to other sick leave under Section 13.6 shall be paid in addition to any other paid leave provided in this Article and shall run concurrently with any other paid leaves provided in this Article. The leave in this section shall not be accumulative.
- 13.7 Reemployment List: When all available paid leaves of absence have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.

13.8 Parental Leave: An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for up to six (6) months for the purpose of rearing his/her child within one year of the birth or adoption. This leave shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purpose. Any right to have health benefit premiums paid by the District pursuant to law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate.

In the event a female employee suffers a disability caused by pregnancy or childbirth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician specifying the approximate length of time the physician believes the employee will be disabled from the pregnancy, birth, and/or related complications.

Return rights of employees taking parental leave shall be consistent with state or federal family leave laws where applicable. For parental leaves of less than six months but in excess of any statutory entitlement, the employee shall be entitled to return to the same classification (but not necessarily to the same position as the employee served in) immediately prior to the leave, unless the position or

classification has been discontinued and the employee has been served notice under the layoff provisions of the California Education Code. Employees who do not return at the end of the authorized leave are subject to disciplinary action which may include dismissal.

- 13.9 General Leaves: An employee shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and an employee.
  - 13.9.1 Any employee in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.

#### 13.10 Convenience Leave:

- **13.10.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- 13.10.2 Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- 13.10.3 The convenience leave authorized by the section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 13.10 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.

### 13.10.4 Convenience Leave Table:

None Two (2) days Two (2) days or less One (1) day

### TRANSFERS AND REASSIGNMENT

- 14.1 Lateral Transfer Within Current Classification: An employee may request a lateral transfer to an open position within the employee's current classification at any location within the District. Any such transfer is subject to the mutual consent of both Police Chiefs of the Police Departments of the Saddleback and Irvine Valley campuses, as well as the Executive Director of Human Resources & Employer/Employee Relations or designee.
- 14.2 Open Position: When a bargaining unit position has not been filled through a lateral transfer under section 14.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members who apply shall be interviewed.
- 14.3 Notice Contents: The vacancy announcements for purposes of Section14.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 14.4 Medical Transfers: The District shall give alternate work within the same bargaining unit for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. The Director of Human Resources, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform after an employee has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.
- **14.5** Americans with Disabilities Act: Each request for reasonable accommodation under the Americans with Disabilities Act ("ADA") by a bargaining unit member shall be referred to the District and POA for examination on an individual basis.

#### 14.6 District Initiated Transfer:

- 14.6.1 Temporary Transfer: In the event an employee is temporarily assigned to work in a work location other than the employee's normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with section 14.6.2.
- 14.6.2 District Initiated Transfer: Employees may be transferred for non-disciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within South Orange County Community College District and within the employee's same classification. The District agrees that it shall consider voluntary transfers prior to requiring an involuntary transfer. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. Except unusual circumstances as determined by the Chief of Police the District shall give fifteen (15) working days' notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than fifteen (15) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources.

### **14.7** Reversion Rights:

- 14.7.1 An employee who is promoted and fails to complete the required probationary period of one (1) year shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.
- **14.7.2** In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per section 14.7.1.

- 14.7.3 Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of sections 14.7.1 and 14.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 18 of this Agreement.
- **14.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- **14.7.5** Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

#### **GRIEVANCE PROCEDURE**

#### **15.1** General Conditions:

- **15.1.1** A grievance is defined as a complaint by one (1) or more bargaining unit members or the POA on behalf of one (1) or more bargaining unit members involving the interpretation, application, or alleged violation of this Agreement, District policy, rule, regulation, or practice which violates this Agreement.
- **15.1.2** A grievant is one (1) or more member(s) of the bargaining unit or the POA on behalf of one (1) or more bargaining unit members that has filed a grievance.
- **15.1.3** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 15.1.4 The grievant must present the grievance in writing on the "Classified Statement of Grievance" form, beginning with the Formal Resolution, Step One (Section 15.2.2). All grievances must be timely filed. Time limits may be extended only by mutual agreement of both parties confirmed in writing. If the Association is a party to either a Group Grievance or Policy Grievance (see section 15.4 15.5), the grievance will identify as many affected employees or classes of employees as possible. All grievances shall contain a clear and concise statement of the grievance, the circumstances involved, the affected employee (s) and the specific remedy(ies) sought. The statement shall be sufficiently specific to enable the District to determine the application of the remedy sought to the affected employees.
- **15.2 Procedure:** Grievances shall be handled in the following manner:
  - 15.2.1 Within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by an informal meeting with the immediate supervisor. If the immediate supervisor and the grievant reach agreement, the informal conference and the agreement is not activated by the parties, and the thirty (30) days stated above shall be reinstated. At the informal grievance meeting both parties shall sign and date a written statement to the effect that informal grievance meeting was held and its resolution if resolved.

- 15.2.2 Step One: Formal Resolution: In the event the grievance is not resolved at the informal level, the aggrieved employee shall present the grievance directly to the employee's immediate supervisor in writing within ten (10) working days of the informal meeting with a copy of the grievance to the Director of Human Resources or designee. Within ten (10) working days after receipt of the grievance, the immediate supervisor shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. If the grievance is not satisfactorily adjusted after the meeting, the immediate supervisor, within ten (10) working days after the meeting, shall reduce to writing his/her response to the grievance.
- 15.2.3 Step Two: If the grievance is not satisfactorily adjusted by employee's immediate supervisor, or if the employee's immediate supervisor fails to respond in accordance with Step One, the grievant shall submit the grievance in writing to the College President or the President's designee with respect to a grievance arising at the College, or the Director of Human Resources, or the designee with respect to a grievance arising at the District level, within ten (10) working days of the response from the immediate supervisor or if the immediate supervisor fails to respond in accordance with Step One. Within ten (10) working days after receipt of the grievance at Step Two, the appropriate administrator shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Site Representative shall be notified in writing of the response to Step Two within ten (10) working days after the meeting. The President's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- 15.2.4 Step Three: If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, the grievant shall submit the grievance in writing to the Chancellor or Chancellor's designee within ten (10) working days of the receipt of the response at Step Two or if the time periods called for in Step Two have passed. Within ten (10) working days of receipt of the grievance at Step Three, the Chancellor or Chancellor's designee will meet with the grievant in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Chancellor or Chancellor's designee shall deliver to the grievant and the Site Representative the response to the grievance. The Chancellor's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- **15.2.5 Step Four:** If the grievance is not satisfactorily adjusted at Step 3, or if the procedures called for are not followed, the Grievant may submit the grievance in writing to the Vice Chancellor, Human Resources to then commence advisory arbitration. The District shall within 10 working days request a panel of 7 names from the California State Mediation and Conciliation Service. The parties shall select an arbitrator by the alternate striking method. The fees and expenses of the arbitration shall be paid equally by the parties. The loser of the grievance shall however pay the

arbitrator's fees. Either party shall bear the expense of the presentation of its own case. The Arbitrator's decision shall be advisory to the Board. Any of the time limits set forth in this Article may be extended by mutual agreement of the parties. No party to a grievance shall be in any way discriminated against or receive any reprisals for utilizing this grievance procedure.

- **15.3 Grievance Witnesses:** The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or POA.
- **15.4 Group Grievances:** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.
- 15.5 Employee-Process Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of POA as long as the adjustment is not inconsistent with the terms of this Agreement. POA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, POA shall be provided with a copy of the proposed resolution for review. POA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- **15.6 Grievance Processing:** The grievant and the POA Site Representative shall be entitled to process a grievance with no loss of pay or benefits.
- 15.7 Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the POA Site Representative upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- **15.8 Purpose:** The District recognizes the need and affirms the right of POA to designate Site Representatives from among employees in the unit. It is agreed that POA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 15.9 **Duties and Responsibilities of Site Representatives:** The grievant shall have the right to have his/her Site Representative present at any step of this grievance procedure. The following shall be understood to constitute the duties and responsibilities of Site Representatives.

- 15.9.1 After notifying his/her immediate Supervisor, a Site Representative may assist in investigation, preparation, writing, and presentation of grievances. The Site Representative shall advise the Supervisor of the grievant of his/her presence. The Site Representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- **15.9.2** A Site Representative may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Site Representative's responsibilities.
- **15.10 POA Staff Assistance:** Site Representatives shall at any time be entitled to seek and obtain assistance from POA staff personnel.

### **SAFETY**

- **16.1 Safety Committee:** A District Safety Committee shall include at least one (1) member appointed by POA. This committee shall review health, safety, sanitation and working conditions. This committee should meet not less than every three (3) months and make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- 16.2 The District and POA shall establish a Police Department Safety Committee that will meet quarterly to discuss any outstanding Police Officer safety issues.
- **16.3 No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.

### **DISCIPLINARY ACTIONS**

- **17.1 Disciplinary Action:** Discipline shall be imposed on employees of the bargaining unit for the following reasons.
  - **17.1.1** Incompetency.
  - **17.1.2** Inefficiency.
  - **17.1.3** Insubordination.
  - **17.1.4** Inattention to or dereliction of duty.
  - **17.1.5** Dishonesty.
  - **17.1.6** Immoral conduct.
  - **17.1.7** Discourteous treatment of public or District employees.
  - **17.1.8** Any willful failure of good conduct that tends to injure the public service.
  - **17.1.9** Any willful or persistent violation of the provisions of this Agreement.
  - **17.1.10** Engaging in a political activity during assigned working hours by the employees.
  - **17.1.11** Repeated unreported, and/or unauthorized absence or tardiness.
  - **17.1.12** Unexcused repeated and persistent absences that result in the disruption and loss in efficiency in the operating unit.
  - **17.1.13** The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment or a place on the eligibility list.
  - **17.1.14** Conviction of a sex offense as defined in Education Code Section 87010 or a narcotic offense as defined in Education Code Section 87011.
  - **17.1.15** Receipt of citizen complaints wherein it is determined the bargaining unit member is culpable of misconduct as a result of an Internal Affairs Investigation.
  - **17.1.16** Finding of violation of Department or District rules and regulations as a result of an Internal Affairs Investigation.
  - 17.1.17 For other good and sufficient cause as determined by the Chief of Police.

- **17.2 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action, unless such cause was concealed or not disclosed by the employee.
- 17.3 Suspension: Employees may be suspended prior to the Board of Trustees' final decision following a hearing before the Chancellor or designee. The employee may be suspended without pay following the hearing only if the employee's presence at work could prove injurious or harmful to the District. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay. However, employees criminally charged with an offense enumerated in Education Code section 88123 shall be suspended in accordance with the procedures set forth in Education Code Section 88123.
- 17.4 Disciplinary Procedure: When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Office of the Chancellor within fourteen (14) calendar days from postmark of the District's Statement of Charges.
- 17.5 The costs of the disciplinary appeal shall be allocated in accordance with the provisions of 15.2.5 of the Agreement.
- **17.6 Decision by the Board of Trustees:** The decision by the Board of Trustees shall be final.

### LAYOFF AND REEMPLOYMENT PROCEDURES

**18.1 Layoff:** Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption or employment by layoff.

### 18.2 Notice of Layoff:

- 18.2.1 Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees.
- 18.2.2 When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program, is other than the end of a school year, such notice shall be given not less than thirty (30) calendar days prior to the effective layoff date.
- 18.2.3 When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than thirty (30) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.
- **18.2.4** Following receipt of any layoff notice, the POA President and POA Field Representative may meet with District representatives to review the notice and order to layoff.
- **18.3** Order of Layoff: Classified employees within an affected job classification shall be laid off subject to the following provisions:
  - **18.3.1** The order of layoff shall be by seniority as defined in this Article.

- 18.3.2 Seniority shall be determined by Board approved hire date within each classification plus higher classifications. Length of service in a lower classification shall not be credited toward seniority in a higher classification. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority. Time spent on the following authorized leaves of absence shall be included when computing seniority:
  - Paid leaves of absence
  - Leaves mandated by statute
  - Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

- 18.3.3 In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following.
  - **18.3.3.1** Date of first paid service as a probationary employee in the District.
  - **18.3.3.2** By lot.

# 18.4 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:

- 18.4.1 Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.
- 18.4.2 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

- 18.4.3 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemploy, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.
- **18.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- **18.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours:** Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per paragraph 18.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

# 18.7 Retirement in Lieu of Layoff:

- 18.7.1 Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.
- 18.7.2 The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- 18.7.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- **18.7.4** An employee subject to this Article who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- **18.7.5** Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Article.

### 18.8 Reemployment:

- 18.8.1 A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.
- 18.8.2 If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file with the Office of Human Resources such employee or employees offering reemployment in order of seniority.
- **18.8.3** If the employee accepts reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 18.8.4 An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights hereto.
- 18.8.5 A classified employee reemploy within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.
- **18.9 Seniority Roster:** The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to POA for review.

### 18.10 Benefits to Employees Following Layoff:

- **18.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.
- **18.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24 Hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.

**18.10.3** Employees laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications.

### **SEVERABILITY**

- 19.1 Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- **19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and POA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- **19.3 Rules or Regulations:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the wages, hours and working conditions of bargaining unit members shall not be modified without prior consultation with POA.

### **CONCERTED ACTIVITIES**

- 20.1 Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, POA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- 20.2 In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members POA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, POA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- 20.3 Any employee hereunder engaging in or assisting in any of the activities prohibited by 20.1 above shall be subject to discipline or discharge as determined by the District.

### **NEGOTIATIONS**

- 21.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than one hundred and eighty (180) days prior to the termination date set forth under Length of Agreement, Article 22, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled. It is the intent of the parties to fulfill the requirements of Government Code section 3543.7.
- **21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- **21.3 Released Time for Negotiations:** POA shall have the right to designate three (3) employees, who shall be given reasonable released time to participate in negotiations.
- **21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and POA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.

### LENGTH OF AGREEMENT

- **22.1 Length of Agreement:** This Agreement shall become effective upon ratification by both parties and shall continue in effect to and including June 30, 2018 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article 21.
- 22.2 This Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement. It is further understood that any part of this Agreement may be reopened for negotiation with the mutual consent of both parties.

#### **ARTICLE 23**

#### **DEFINITIONS**

- **23.1** "Anniversary date" is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- **23.2** "Classification" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- **23.3** "Classification description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- **23.4** "**Demotion**" is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- **23.5 "Differential"** is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- **23.6 "Fiscal year"** is July 1 through June 30.
- 23.7 "Health and Welfare Benefits" means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- **23.8** "Hire date" is the date of first paid service as a regular classified employee.
- **23.9 "Incumbent"** is an employee assigned to a position and who is currently serving in or on leave from the position.
- **23.10** "Industrial accident or illness" is an injury or illness arising out of or in the course of employment in the District.
- **23.11** "Longevity" is years of service with the District regardless of change in position.
- **23.12** "Notice" means whenever notice is required under this Agreement, and no form of notice is otherwise designed, notice to the District shall be personal delivery to the Office of the Chancellor and notice to POA shall be written notice delivered to the President of the local chapter.
- **23.13 "Permanent employee"** is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.
- 23.14 "Probationary employee" is a regular employee who will become permanent

- upon completion of a prescribed probationary period.
- **23.15 "Promotion"** is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- **23.16 "Reallocation"** is a movement of an entire classification from one salary range or rate to another salary range or rate.
- **23.17** "Reclassification" is the upgrading of a position to a higher classification as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position.
- **23.18 "Safety conditions of employment"** means any work-related condition affecting the health, safety, or welfare of the employee.
- 23.19 "Salary rate" is a specific amount of money paid for a specific period of service.
- **23.20** "Salary schedule" is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- **23.21 "Salary step"** is one of the salary levels within the range of rates for a classification.
- **23.22** "Short-term employee" is a person hired for a specific temporary project of limited duration which, when completed, the services of the employee shall no longer be required.
- **23.23** "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- **23.24** "Uniforms" means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- **23.25** "Voluntary demotion" is a demotion agreed to in writing by the employee and the District.
- **23.26 "Working hours"** means any day the District Administrative Offices are open for business.
- **23.27** "Working day" means any day the District Administrative Offices are open for business.
- **23.28** "Employee" shall mean bargaining unit member.

- **23.29 "Hourly Rate"** is determined by dividing the monthly rate provided in the POA contract by 168 and the results carried to two (2) decimal places and rounded off.
- **23.30 "Location"** is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and future satellite location.
- **23.31** "Seniority for Purposes of Layoff" is based upon Board approved hire date within each employee's classification plus higher classifications.
- **23.32** "Substitute Rate" shall be computed at step 1 on the salary schedule.
- **23.33** "Serious Bodily Injury" means a serious impairment of physical condition, including but not limited to, the following: loss of consciousness, concussion; bone fracture; protracted loss or impairment of functions of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement.
- **23.34** "**Transfer**" is a move from an employee's current location, operating unit, or shift to another within South Orange County Community College District within the employee's same classification.
- 23.35 "Chief of Police" complete title is Director, Safety and Security, Chief of Police.

# **EXHIBIT A**

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE OFFICER SALARY SCHEDULE

Board Approved ______ Effective 7/1/15

# POLICE OFFICER SALARY SCHEDULE July 1, 2015 – June 30, 2016 6.0% Increase

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range I	Monthly	3,322	3,488	3,662	3,845	4,037	4,239
Campus Security Officer	Annual	39,864	41,856	43,944	46,140	48,444	50,868
	Daily	158.190	166.095	174.380	183.095	192.238	201.857
	Hourly	19.733	20.761	21.797	22.886	24.029	25.232
Range II	Monthly	4,753	4,991	5,241	5,503	5,778	6,067
Police Officer	Annual	57,036	59,892	62,892	66,036	69,336	72,804
Police Officer – (Weekends/Holidays)	Daily	226.333	237.666	249.571	262.047	275.142	288.904
	Hourly	28.291	29.708	31.196	32.755	34.392	36.113
Range IV	Monthly	5,241	5,503	5,778	6,067	6,370	6,689
Police Sergeant	Annual	62,892	66,036	69,336	72,804	76,440	80,268
	Daily	249.571	262.047	275.142	288.904	303.333	318.523
	Hourly	31.196	32.755	34.392	36.113	37.916	39.815

# POLICE OFFICER SALARY SCHEDULE July 1, 2016 – June 30, 2017 3.0% Increase

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range I	Monthly	3,422	3,593	3,773	3,962	4,160	4,368
Campus Security Officer	Annual	41,064	43,116	45,276	47,544	49,920	52,416
	Daily	162.952	171.095	179.666	188.666	198.095	208.000
	Hourly	20.369	21.386	22.458	23.583	24.761	26.000
Range II	Monthly	4,896	5,141	5,398	5,668	5,951	6,249
Police Officer	Annual	58,752	61,692	64,776	68,016	71,412	74,988
Police Officer – (Weekends/Holidays)	Daily	233.142	244.809	257.047	269.904	283.380	297.571
	Hourly	29.142	30.601	32.13	33.738	35.422	37.196
Range IV	Monthly	5,398	5,668	5,951	6,249	6,561	6,889
Police Sergeant	Annual	64,776	68,016	71,412	74,988	78,732	82,668
	Daily	257.047	269.904	283.380	297.571	312.428	328.047
	Hourly	32.130	33.738	35.422	37.196	39.053	41.005

# POLICE OFFICER SALARY SCHEDULE July 1, 2017 – June 30, 2018 3.0% Increase

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range I	Monthly	3,525	3,701	3,886	4,080	4,284	4,498
Campus Security Officer	Annual	42,300	44,412	46,632	48,960	51,408	53,976
	Daily	167.857	176.238	185.047	194.285	204.000	214.190
	Hourly	20.982	22.029	23.130	24.285	25.500	26.773
Range II	Monthly	5,043	5,295	5,560	5,838	6,130	6,437
Police Officer	Annual	60,516	63,540	66,720	70,056	73,560	77,244
Police Officer – (Weekends/Holidays)	Daily	240.142	252.142	264.761	278.000	291.904	306.523
	Hourly	30.017	31.517	33.095	34.75	36.488	38.315
Range IV	Monthly	5,560	5,838	6,130	6,437	6,759	7,097
Police Sergeant	Annual	66,720	70,056	73,560	77,244	81,108	85,164
	Daily	264.761	278.000	291.904	306.523	321.857	337.952
	Hourly	33.095	34.750	36.488	38.315	40.232	42.244

#### **EXHIBIT B**

# **CAMPUS SECURITY OFFICER – Range 1**

#### **DEFINITION**

Campus Security Officers receive general supervision from the Director of Safety and Security/Chief of Police, and/or Assistant Director of Safety and Security/Deputy Chief of Police. They provide for the physical security of district property and the personal protection of students, faculty, staff, and visitors, by implementing and enforcing district policies, rules and regulations, and crime prevention and awareness strategies.

#### **EXAMPLE OF DUTIES**

Performs foot and vehicular patrols of the entire campus; offers assistance and aid to any person in need of help; checks buildings and grounds regularly for security and safety compliance; coordinates with campus police and external emergency services agencies for assistance when required; maintains an accurate daily log of performed duties and relevant observations; communicates with superiors and peers as soon as possible after observing an incident; observes, reports, and preserves evidence of crimes and incidents or problems; operates district vehicles in a safe and conscientious manner; and performs related duties as required and directed.

#### LICENSE AND CERTIFICATIONS REQUIRED

- Possession of valid and appropriate California Driver's License.
- Possession of current P.C. 832 certification or ability to successfully complete P.C. 832 training within one year after hire.
- Possession of current school security officer training certificate pursuant to California Education Code Section 72330.5 and Business and Profession Code Section 7583.45, as provided by the Bureau of Security and Investigative Services of the California Department of Consumer Affairs, or ability to successfully complete said training within one year after hire.
- Valid and current basic first aid and CPR certification.

#### **MINIMUM QUALIFICATIONS**

#### Knowledge of:

- California criminal law and safety statutes.
- Common fire and safety hazards and related equipment.
- Techniques and procedures applicable to theft and loss prevention and reporting.
- Traffic and parking control.
- Appropriate safety and security precautions and emergency procedures.

### Ability to:

- Interrelate and deal effectively with diverse campus groups and individuals under routine and stressful conditions.
- Learn and correctly interpret district and college rules, regulations, and policies.
- Communicate effectively, both orally and in writing.
- Write clear, concise, and comprehensive reports.
- Effectively use and maintain issued equipment.
- Operate a vehicle observing legal and defensive driving practices.
- Understand and effectively carry out oral and written instructions.
- Establish and maintain effective relationships with students, faculty, staff, law enforcement personnel and the community in general.

#### **EDUCATION AND EXPERIENCE**

Individuals possessing the knowledge, skills, abilities, and licenses and certifications listed above are considered to possess the necessary education and experience. Prior successful experience in the security or law enforcement fields is desirable.

#### PHYSICAL DEMANDS AND WORKING CONDITIONS

Strength: Sustained posture or intense attentiveness for prolonged periods. At least half of the workweek requires exposure to sensory extremes. Light lifting, carrying and/or pushing objects weighing less than 30 pounds. Willing to work any of three shifts with irregular days off.

#### **EXHIBIT C**

# **POLICE OFFICER – Range 2**

#### DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

#### SUPERVISION RECEIVED AN EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

<u>EXAMPLES OF DUTIES</u> – Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

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

#### **Work Environment**

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

#### **Physical Demands**

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

#### **QUALIFICATIONS**

#### Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

#### Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

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

## **Experience and Training Guidelines**

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

## Experience:

Two years of law enforcement or security experience.

# **Training:**

Equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field.

#### License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

# Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

#### **EXHIBIT D**

## POLICE OFFICER (WEEKENDS/HOLIDAYS) - Range 2

#### **DEFINITION**

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

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

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

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

#### Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

#### Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

### QUALIFICATIONS

# Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State, and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

#### Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

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

#### **Minimum Qualifications**

Any combination equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field, and;

Two years of law enforcement or security experience.

### License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

# Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

# **EXHIBIT E**

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

# TYPE OF REVIEW

Employee	Annual □	Period Covered:	
Classification	☐ Probation	☐ 6 month	□11 month
Supervisor	Specific Duty Assi	gnment	
AS A VALUED MEMBER OF THE SOUTH ORANGE CO	LINTY COMMUNITY	COLLECE DISTRICT I	POLICE
I WILL STRIVE FOR:	CIVIT COMMUNIT	COLLEGE DISTRICT	OLICE
• Individual Honesty			
<ul> <li>Personal Integrity</li> </ul>			
<ul> <li>Professionalism and Ethic</li> </ul>	eal Conduct		
<ul> <li>A Strong Work Ethic</li> </ul>			
• The Willingness to Accep	t Personal Responsib	oility	
A Strong Sense of Fairnes	ss		
<ul> <li>High Standards for Excell</li> </ul>	ence in Job Perform	ance	
A Strong Sense of Service	e to the District Com	munity	
I agree to adhere to and follow, to the best of my ability in the  LAW ENFORCEMENT AND T  SOUTH ORANGE COUNTY COMMUN RULES AND REGULAT	T CODE OF ETHICS THE NITY COLLEGE DISTR	-	ntained
Employee Signature		Date	

I. COMMUNITY ORIENTED POLICING/HUMAN RELATION	S			
PERFORMANCE MEASURES	0	E	ME	NI
a. Treats all persons with respect, avoiding sarcasm and derogatory remarks b. Communicates effectively with all types of people/groups c. Maintains effective working relationships with co-workers and supervisors d. Exhibits sincere interest / concern for problems and viewpoints of others e. Establishes contacts within the district community to foster mutual				_ _ _ _
f. Is aware of and addresses issues that lead to deterioration of trust and				
respect in the community g. Recognizes visible signs of disorder and takes appropriate steps to correct situations				
h. Projects a positive, professional attitude in the daily performance of duties				
COMMENTS:				
II. PROBLEM SOLVING / FIELD ACTIVITIES				
II. PROBLEM SOLVING / FIELD ACTIVITIES PERFORMANCE MEASURES	0	E	ME	NI NI
PERFORMANCE MEASURES	0	E	ME	NI
PERFORMANCE MEASURES  a. Maintains knowledge of problems and potential patterns within assigned area  b. Routinely uses Crime Analysis data to analyze crime trends and patterns c. Shares information with officers assigned to their area on other shifts d. Utilizes a wide variety of resources to develop strategies for problem				
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III. PERSONAL CHARACTERISTICS				
PERFORMANCE MEASURES	O	E	ME	NI
<ul> <li>a. Uniform appearance</li> <li>b. Physical fitness as required for current work assignment</li> <li>c. Knowledge of laws and relevant case decisions</li> <li>d. Knowledge of and compliance with laws affecting schools and colleges and department rules, regulations, and procedures</li> <li>e. Attendance / punctuality</li> <li>f. Care, use, and maintenance of assigned equipment</li> <li>g. Time management (response to calls / return to "in-service" status)</li> <li>h. Decision making ability uses proper discretion and takes ownership for decisions</li> <li>i. Communication skills (radio demeanor)</li> <li>j. Displays enthusiasm and interest in serving the district community</li> </ul>				
COMMENTS:				
IV. CALLS FOR SERVICE/FIELD PERFORMANCE				
PERFORMANCE MEASURES	o	E	ME	NI
<ul> <li>a. Vehicle operation skills (routine calls for service)</li> <li>b. Vehicle operation skills (emergency calls for service)</li> <li>c. Ability to control and coordinate resources at emergency scenes</li> <li>d. Ability to exhibit calm, tactful, deliberate demeanor at emergency scenes</li> <li>e. Tactical abilities (safe placement of supporting officers and resources at routine and/or emergency scenes)</li> </ul>				
f. Demonstrates proper officer safety techniques / tactics during suspect contacts when necessary				
<ul> <li>g. Exercises care and control of prisoners when necessary</li> <li>h. Uses productive case investigation techniques (including preservation of evidence)</li> <li>i. Prepares clear, concise, and accurate reports for department and court use</li> <li>j. Uses proper grammar, spelling, and punctuation in reports as exhibited by the lack of report corrections. Writes complete reports, includes all necessary information</li> </ul>	□ □ □ □ on/elements			
<ul> <li>k. Relates traffic enforcement activities to location and time</li> <li>l. Gains effective and prompt control at traffic collision scenes</li> <li>m. Appropriately uses "On Duty" time for performance of expected and assigned duties</li> </ul>				
COMMENTS:				
1				

OVERALL PERFORMANCE RATING FOR THIS REVIEW PERIOD								
OUTSTANDING	EXCELLENT	MEETS EXPECTATIONS □	NEEDS IMPROVEMENT □					
	COMMENTS	ON OVERALL PERFORMAN	NCE					
ОВЈЕ	OBJECTIVES / EXPECTATIONS FOR NEXT REVIEW PERIOD							
RATERS SIGNATURE	DATE	CHIEF OF POLICE	DATE					
EMPLOYEES SIGNATUI	RE DATE	ADMINISTRATOR	DATE					
	PRESID	ENT DA	_ TE					

CONTINUATION PAGE  USE THIS PAGE FOR CONTINUATION OF "COMMENTS" OR PERFORMANCE OBJECTIVES
USE THIS PAGE FOR CONTINUATION OF "COMMENTS" OR PERFORMANCE OBJECTIVES

#### **EXHIBIT F**

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

#### FITNESS FOR DUTY POLICY

## **PURPOSE**

The purpose of this policy is to establish consistent procedures for ordering and implementing fitness for duty evaluations of sworn personnel and other personnel involved in public safety functions. Such evaluations are necessary for the safety and welfare of the community and department personnel, and to insure compliance with California law. California Government Code Section 1031 (f) mandates that all peace officers in California "[b]e found to be free from any physical, emotional or mental condition which might adversely affect the exercise of the powers of a peace officer."

It is not the intention of this policy to interfere with a supervisor's ability to recommend or suggest personal counseling to a subordinate, nor is this policy intended to alter or replace confidential counseling provided by the department as a result of critical incidents. Rather, this policy is intended to provide a mechanism for the assessment of an employee's mental, emotional and/or physical ability to perform essential functions of their position when the employee's conduct, behavior and circumstances indicate that continued service by the employee may be a threat to public safety, the safety of other employees, the safety of the particular employee, or, may interfere with the District's ability to deliver effective police services.

# **PROCEDURES**

<u>Criteria</u>. To assist in determining the continuing emotional, mental and medical fitness of officers to carry out their essential duties as armed peace officers, and other employees whose duties affect the public safety, all supervisory employees should be alert to any indication that an employee may not be emotionally, mentally or medically fit. Such indications may include but are not limited to the following factors. The mere presence of any one factor or combination of factors may not be sufficient to order the evaluation. However, such presence should not be ignored and may lead to the ordering of an evaluation. While there is a great variety and range of acceptable behavior among employee's dramatic or sudden changes in any particular employee's customary behavior may increase concern.

• One or more personnel complaints after consultation with the appropriate Chief of Police, whether originated internally or externally, particularly complaints of the use of unnecessary or excessive force, inappropriate verbal conduct, or any conduct indicating an inability to exercise self-control and self-discipline.

- An abrupt and negative change in customary behavior, toward an inability to perform essential functions of the position.
- Irrational verbal conduct or behaviors, including delusions and hallucinations.
- Suicidal statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive tiredness or hyperactivity.
- Dramatic change in eating patterns resulting in sudden weight loss or gain, or diagnosis of a life threatening eating disorder.
- Change in behavior pattern to inattention to personal hygiene and health.
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use.
- Memory losses.
- Impatience or impulsiveness, especially with a loss of temper.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.
- Unexplained and inappropriate excessive lateness or absenteeism.
- Any other factor or combinations of factors that causes a supervisor to reasonably suspect that a fitness for duty evaluation may be necessary.

<u>Reporting</u>. Any supervisor observing circumstances indicating that the emotional, mental or physical fitness of an employee may be in question should meet with the employee, if to do so will not aggravate the situation. If the meeting does not relieve the supervisor's concerns, or no meeting is conducted, the involved supervisor shall contact the Chief of Police and prepare a written report of the circumstances if so directed.

An employee is not required to disclose a disability to a supervisor, however, a supervisor may inquire regarding the conduct, behavior or circumstances that give rise to his or her concerns. Where appropriate, a supervisor and employee may also discuss reasonable accommodations that may enable the employee to perform the essential functions of his or her position.

<u>Relief from Duty</u>. In aggravated circumstances, such as when an employee's conduct immediately or directly threatens safety, the Chief of Police may immediately relieve the employee of duty with pay until the matter is resolved (or until placed on immediate suspension without pay pursuant to Board Resolution), pending further evaluation. In other

cases, employees may be relieved from duty or reassigned as necessary for public safety or the efficient operation of the department, pending completion of an evaluation. Any readily accessible or department provided weapons or other department property may be seized by the supervisor and where appropriate, the employee ordered not to exercise peace officer or other official powers. Nothing in this policy is intended to prevent or limit a supervisor from taking any emergency action reasonably necessary to protect life or property. Any employee relieved of duty under this policy is subject to the same protections as set forth by the District's disciplinary procedures and applicable law.

Order for the Evaluation. The Chief or his designee may determine, in the exercise of his or her discretion and with or without additional investigation that a fitness for duty evaluation is or is not warranted. If an examination is warranted, it should be scheduled for the earliest opportunity.

The employee should receive a written order for the evaluation. Such order should include a brief description of the reasons for the evaluation.

It should also specify the date, time and place of the evaluation; the name of the psychologist and or medical doctor conducting the evaluation; a directive to cooperate with the psychologist's and/or medical doctor's and/or staff requests, and completely and honestly answer any questions posed by the psychologist medical doctor or staff; and notice that the evaluation is being conducted for use by the department. The notice shall also state that the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the department as specified below.

Selection of the Evaluator for Determining Psychological Fitness for Duty. The POA and the District agree to utilize the following list of evaluators for psychological evaluation to determine an employee's fitness for duty:

- Gina Gallivan (District)
- L. Scott Frazier (POA)
- 2. 3. 4. Robert Postman (POA)
- Victoria Havassy (District)
- 5. Ronald Offenstein (District)

In the event one or more of the listed evaluators no longer can perform the service as an evaluator, the party submitting the evaluator's name shall submit a replacement name to the other party for inclusion on the panel. The District and the POA shall engage in the alternate striking method of determining the evaluator to be used to determine the employee's psychological fitness for duty. The District shall utilize P.O.S.T.'s 15 Job Dimensions Required of a Police Officer as criteria for the evaluator to utilize in determining psychological fitness for duty. (Attachment). The evaluator's report shall be binding on both parties.

<u>Requirements for the Evaluator</u>. The evaluator must meet the requirements of 1031 (f) of the Government Code. The evaluator shall be instructed by the District to release only that information permitted under this policy or otherwise permitted by law.

<u>Limited Scope of Report</u>. The department has a right to information that is necessary to achieve a legitimate purpose. The evaluation is ordered by and conducted for the department. It is not for the purpose of treatment but to determine fitness for duty. The limited verbal and/or written results of the evaluation will be provided to the Department as a confidential personnel record. Unless necessary for determining fitness for duty, no statement of medical cause shall be included in the report.

<u>Exception</u>. Where the employee has initiated a lawsuit, arbitration, grievance, worker's compensation or other claim or challenge involving his or medical history, mental or physical condition, or treatment, the report may contain information which is relevant to that action.

An employee may waive in writing any or all restrictions on the information reported to the employer.

<u>Disposition of Report</u>. The department shall establish appropriate procedures to protect the information from unauthorized use or disclosure. The report will be placed in a sealed envelope and retained in the employee's separate secure medical file in the Human Resources Department. The report may only be sued or disclosed in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.

<u>Refusal to Cooperate</u>. Refusal to comply with the order or any of its parts, or with reasonable requests by the evaluator shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be used in a criminal or civil proceeding against the employee.

<u>Disposition</u>. Depending upon the results of the evaluation and the recommendation of the evaluator, the Department may:

- Return the employee to full duty,
- Place the employee on temporary light or modified duty,
- Remove the employee from any duties pending treatment and re-evaluation,
- Conditionally allow full or modified duty on receipt of treatment,
- Institute or resume disciplinary proceedings as appropriate.

Where possible, it is always the department's intent to rehabilitate an employee and achieve a return to full duty status.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE DEPARTMENT

[Date]	
TO:	
FROM:	Chief
Subject:	Notice of Psychological Fitness for Duty Evaluation
	ndum will serve as a written order directing you to submit to a Fitness for Duty Evaluation.
The reason(s)	for the evaluation are:
•	he behavior, circumstances, etc. and refer to any of the appropriate factors under the Procedures section of this General Order)
	n is scheduled for (day, date and time) and will be held in the office of Dr.  The address is

You are directed to cooperate with the psychologist's and/or medical doctor's and/or staff requests and completely and honestly answer any questions posed by them. The evaluation is being conducted for use by the Department, however, the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the Department. You may authorize the evaluator to release additional information to the department.

Refusal to comply with this order or any of its parts, or with the reasonable requests of the evaluator, shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be sued in a criminal or civil proceeding against the employee.

CHIEF OF POLICE (OR DESIGNATE)

#### **EXHIBIT G**

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

#### ALCOHOL AND DRUG ABUSE POLICY

# I. <u>INTRODUCTION</u>

- A. This policy is adopted in compliance with the Drug-Free Workplace Act of 1988 (Title V, Subtitle D of Public Law 100-690) and the Drug-Free Workplace Act of 1990 (California Government Code Section 8350-8357). This Policy establishes explicit guidelines for the enforcement of the prohibition against employees bringing alcohol, illegal narcotics or other illegal habit-forming drugs onto District premises and into work areas, or appearing for an assigned work shift while under the influence of alcohol or any drug or medication which impairs his/her ability to safely and efficiently perform the required duties of the position.
- B. To maintain a safe, healthful, and productive work environment for all employees, and to eliminate substance abuse and its effect in the workplace, it is the District's duty to ensure that employees are in a condition to perform their duties safely and efficiently, in the interest of their co-workers and the public, as well as themselves. The presence of drugs on the job and the influence of controlled substances on employees during working hours are inconsistent with this objective.
- C. In recognition of the public service responsibilities entrusted to the members of the Department, and in recognition that drug abuse can hinder one's ability to perform duties safely and effectively, the following policy is adopted by the Department.

# II. POLICY

- A. The South Orange County Community College District Police Department is committed to maintaining a workplace free from the influence of alcohol and drugs. The Department will act to eliminate any substance abuse as it increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or the Department's reputation. Alcohol and drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.
- B. In order to assure the safety, health and well-being of Department members, it is the policy of the Department that employees comply with the following requirements. Compliance with this policy shall be considered a condition of employment with the Department.

- C. Employees shall not use, possess or be under the influence of alcohol or drugs during working hours.
- D. Employees shall not unlawfully manufacture, sell, distribute, dispense, possess, or use alcohol or drugs on District property, at work, or while on duty.
- F. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs. An employee whose work is impaired for a legitimate reason, such as the use of medically medications and drugs, should contact their supervisor to arrange for whatever accommodation is needed or available.
- G. If convicted of a criminal drug violation occurring at the workplace, an employee shall notify his/her supervisor within five calendar days of the conviction pursuant to federal law.
- H. Employees may be subject to disciplinary action up to and including termination for criminal drug possession, use, manufacture, distribution or sale occurring on or off duty.
- I. The District will comply with the provisions of the Public Safety Officers Procedural Bill of Rights (Government Code Sections 3300 et seq.)when sworn police personnel are subject to investigation or discipline in connection with this policy.
- J. Employees as to whom there is a reasonable suspicion of being under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.
- K. Employees whose drug and alcohol testing results indicate a violation of this policy as a result of random testing shall be prevented from engaging in further work and shall be referred directly to the Chief of Police for appropriate disposition.
- L. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek assistance from the District's Employee Assistance Program, where one is available, or to contact the Human Resources Director for information on rehabilitation sources. Referrals by the Human Resources Director will be handled in a confidential manner.
- M. Employees identified as violating this policy may be required to satisfactorily complete an alcohol or drug abuse assistance/rehabilitation program as a condition of continued employment. While the District is supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

#### III. PROCEDURE

**A.** Determination of Presence of Alcohol, Illegal Narcotics or Illegal Habit Forming Drugs.

Each supervisor is responsible for the consistent enforcement of this policy.

When a supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs, he/she will remove the employee from the work site to an office or conference room and notify the Chief of Police. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Bloodshot eyes
- b. Slurred speech
- c. Odor of alcoholic beverage on breath
- d. Unsteadiness in walking
- e. Possession of alcohol or drugs
- f. Information obtained from a reliable-person with personal knowledge
- g. The following situations may prompt a supervisor or other appropriate staff to investigate further for evidence of objective symptoms which may constitute reasonable suspicion that the employee is under the influence of alcohol or drugs:
  - 1. An accident involving District property;
  - 2. Physical altercation;
  - 3. Verbal altercation:
  - 4. Behavior which is so unusual that it warrants summoning a supervisor/manager or anyone else for assistance.

h. The supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

An employee suspected of being under the influence of alcohol or drugs may be ordered to submit to alcohol or drug testing. Results of such tests shall be provided to the Director of Human Resources. Only those managers/supervisors who have a "need-to-know," as determined by the Director of Human Resources, shall have access to alcohol and drug test results.

Supervisors shall not physically search the person of employees, nor shall they search personal possessions of employees without the freely given written consent of, and in the presence of, the employee.

Managers and supervisors shall notify the Chief of Police or designate when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

An employee determined to be unable to perform duties in a satisfactory or safe manner may be placed on a leave with pay by the Chief of Police or designate pending review of the situation.

# IV. <u>DISPOSITION OF VIOLATIONS OF ALCOHOL OR ILLEGAL DRUG PROHIBITION</u>

- A. Any employee found to be in violation of this prohibition is subject to discipline, up to and including termination.
- B. The District recognizes that the abuse of alcohol or drugs is a progressive illness which can be arrested if treated in a sensitive and timely manner.

Therefore, any disciplinary action shall consider the appropriateness of and commitment to treatment programs pursued by the employee, the employee's work record, and the problems created by the employee's absence.

- C. If an employee is allowed to remain in District employment while undergoing treatment for an alcohol or drug abuse related problem, he/she shall the authorize the Director of Human Resources, or designate, sufficient access to records, treatment providers, etc., to adequately monitor progress of treatment and determine capacity to carry on his/her job
- D. Failure of an employee who has committed himself/herself to follow a treatment program or to rigidly adhere to that program will make him/her subject to discipline, up to and including termination.

# V. <u>IMPAIRMENT OF WORK PERFORMANCE BY MEDICATIONS AND DRUGS</u>

A. Employees shall not report to work under the influence of medications or drugs, or utilize such substances while they are on duty, if their ability to safely and effectively perform assigned duties is impaired as a result of the use of the medication or drugs. While use of medically prescribed or legal non-prescription medications and drugs is not a violation of this policy, taking medications or drugs may interfere with the safe and effective performance of duties or operation of District equipment. Employees reasonably believed to be under the influence of prescribed medication or legal non-prescription drugs which may interfere with the safe and effective performance of duties shall be prevented from engaging in further work, but shall be detained for a reasonable time until an authorized District representative can ensure that the employee can reach home in a safe manner. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician will be required.

## VI. ALCOHOL AND DRUG TESTING

A. Alcohol and drug testing is applicable to all employees and applicants to designated positions with the District.

#### B. Pre-Employment Screening

Applicants to positions for which a drug-screening test is required will be informed that an alcohol and drug test will be conducted during the preplacement medical examination and that a positive result could disqualify the applicant.

If a positive result is obtained, the specimen will be retested. A job applicant who is denied employment because of a positive alcohol/drug test will be removed from <u>any</u> Eligibility List but may reapply for employment after a six (6) month waiting period.

#### C. On the Job Alcohol/Drug Test

#### **Investigation**

- a. When a supervisor suspects that an employee may be impaired or affected by alcohol or drug use, an investigation shall be conducted promptly and properly. When practicable the investigation should be conducted by a supervisor other than the one who originally suspected the condition.
- b. If it is determined that alcohol/drug testing will be requested, advise the employee of his/her right to have a representative

present. The representative must be available within a reasonable time (within one (1) hour.)

- c. To determine whether alcohol/drug testing is appropriate, the reasonable suspicion guideline described in Section .2 should be followed.
- d. Review observations with the employee. If determined that an alcohol/drug test is appropriate during regular business hours, the supervisor will confer with the Director of Human Resources or designate immediately. The Director of Human Resources or designate will contact the District's clinic to arrange for an immediate alcohol and/or drug test.
- e. An employee reasonably suspected of being under the influence of alcohol will be requested to submit to a breath test administered in the Police Department and/or a blood test administered by a District-selected clinic.
- f. An employee reasonably suspected of being under the influence of drugs will be requested to submit to a urine test administered by a District-selected clinic.
- g. An employee will be asked to sign a consent/release form (Exhibit A) and chain of custody form prior to administration of blood or urine alcohol/drug tests.
- h. An employee who refuses to consent to alcohol/drug testing may be disciplined for misconduct or unsatisfactory job performance up to and including termination.
- i. Samples for a blood or urine test will be taken at a District-selected clinic and sent to a National Institute of Drug Abuse (NIDA) approved laboratory for analysis.

l.	Between the	hours of 9	a.m. and	9 p.m. every	day,
	urine and b	lood tests	will be	administered	by
		·			
2.	Between 9 p.r	n. and 9 a.i	m., urine a	nd blood tests	will
	be		inistered		at
	Laboratory				

j. The supervisor shall arrange for transportation for the employee to the clinic and to the employee's home following the tests.

# D. Reasonable Suspicion Testing

An employee must submit immediately to an alcohol and drug test when requested by a manager or supervisor.

Reasonable suspicion for testing means suspicion based on specific, personal observation of a supervisor and/or the Chief of Police, or designate. (Whenever possible, two supervisory/management employees should observe an employee's behavior and participate in the questioning of an employee.)

The supervisor shall document the following in a confidential memo to be maintained in Department files with a copy to the employee:

- a. Specific, personal observation concerning the appearance, smell, behavior, speech, or performance of the employee.
- b. Violations of a safety rule, or other work incidents which, after further investigation of the employee's behavior leads the supervisor to believe that alcohol and/or drug use may be a contributing factor.
- c. Other physical, circumstantial or contemporaneous indicators of alcohol or drug use.

## E. Return to Duty Testing/Follow Up Testing

Any police officer employee who has committed an action prohibited by this policy must submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of *no more than 0.00*, or verified negative result on a controlled substance test.

In order to be allowed to return to work in his or her safety-sensitive position, a police officer must test negative on the return to duty drug test, and less than 0.02 on the return to duty alcohol test. The police officer will be subject to unannounced drug and alcohol tests for up to 60 months after returning to work with a minimum of at least six (6) unannounced drug or alcohol tests on the employee during the first year back to the police officer position.

No police officer shall be permitted to return to duty or remain on duty requiring the performance of police functions while having an alcohol concentration of *no more than 0.00*. Police officers are prohibited from using alcohol while performing police functions. No police officer shall use alcohol within four (4) hours prior to performing police functions including substitute police officers as well.

Police officers tested for alcohol of concentrations of *more than 0.00* shall not be required to perform police duties but shall be retested and not returned to police duties until the alcohol concentration is *no more than 0.00*. Such employees are deemed in violation of this policy and shall be

considered for disciplinary action up to and including termination of service.

#### F. Substances for Which Testing Will Occur

The alcohol and/or test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to the following:

- a. Prescription medications
- b. Marijuana (Cannabinoids)
- c. Cocaine
- d. Opiates (Narcotics such as heroin, morphine, codeine, and other medical narcotics)
- e. Phencyclidine (PCP)
- f. Amphetamines/Methamphetamine
- g. Barbiturates
- h. Benzodiazepines
- i. Propoxphene
- j. Alcohol

#### G. Test Results

If the initial screening test is positive, the laboratory will perform a confirmation test before reporting a positive result to the District. The laboratory utilized will notify the Director of Human Resources or designate of test results by telephone and a written report will be mailed. The Director Human Resources or designate will notify the Chief of Police or designate, who in turn will notify the employee. If the test results are positive, the employee will be given one working day to present medical information to the Department designee showing there is a legitimate explanation for the results including prescribed medication.

#### H. Confidentiality

Laboratory reports and/or test results will be placed in an employee's personnel file. Laboratory reports and/or test results will be maintained in a separate confidential medical records file which is maintained in the Department of Human Resources.

Only those supervisory/management employees who have a valid, "need-

to-know", will receive alcohol/drug test results. The results of individual tests shall not be released to anyone other than those who have a "need-to-know" without express written authorization of the tested individual, unless ordered by means of proper legal procedures and appropriate legal authority (i.e. subpoena) or in connection with a District disciplinary proceeding.

# I. <u>Disciplinary Actions</u>

The Department may take disciplinary action up to and including termination against any employee who:

- a. Tests positive for drugs in an amount that would impair job performance.
- b. Tests positive for alcohol in an amount that would impair job performance.
- c. Refuses to submit immediately to an alcohol and/or drug test when requested by a supervisory or management employee or law enforcement personnel, or refuses to submit to a search of personal properties if requested by law enforcement and/or supervisory personnel.
- d. Adulterates or otherwise interferes with accurate testing required pursuant to this policy.

# VII. <u>ALCOHOL/DRUG AWARENESS PROGRAM</u>

- A. This policy shall be communicated to all employees and reaffirmed at least once annually. All new hires will be given a copy of this regulation and requested to sign a statement that he/she agrees to abide by the terms of this policy.
- B. The Department will maintain an alcohol/drug-free awareness program that will inform all employees about:

The Department's policy and commitment maintaining an alcohol/drug-free workplace;

The dangers of alcohol and drug abuse in the workplace;

Available alcohol and drug counseling and rehabilitation programs;

The penalties that may be imposed upon employees for alcohol and drug abuse violation in the workplace.

#### VII. RESPONSIBILITY

A. Chiefs of Police and the supervisors shall:

Ensure that all subordinate employees are provided the provisions of this regulation.

B. Supervisory/management employees shall:

Be fully conversant with the policy and procedures set forth herein and responsible for enforcement of this policy.

Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to a treatment/rehabilitation program.

C. Human Resources Director shall:

Be responsible for maintaining a drug-free awareness program.

Be responsible for establishing and maintaining a list of alcohol and drug assistance and rehabilitation services in the area.

D. Employees shall, as a condition of employment, abide by the terms of this policy and submit immediately to an alcohol and/or drug test when requested by an appropriate Department of supervisory/management employee or be subject to disciplinary action up to and including termination.

#### ALCOHOL AND DRUG ABUSE ADMINISTRATIVE POLICY

I have received a copy of the South Orange County Community College District Alcohol and Drug Abuse Administrative Policy.

The term "reasonable suspicion" has been explained to me. The procedure and/or penalty that has been set, if it is determined that I am under the influence of alcohol or drugs during working hours, has also been explained to me.

I understand the procedure following the "reasonable suspicion" and random testing and the penalty for being under the influence of alcohol or drugs during working hours.

I agree to abide by the terms of the Alcohol and Drug Abuse Policy.

Date	Signature
Witness	

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.1 DATE: 3/27/17

**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

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Topic
1/23/17 6:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Greg Mays	Mergers & Acquisitions, Private Equity Investing, Corporate Turnarounds
2/13/17 8:45am	LWV4	Pamme Turner	ART 51X	Kevin Greenalnd	Golden Acrylics Rep/Product Demos
3/1/17 3:00pm	BGS 254	Emily Quinlan	Pre-Law Society Advisor	Eemaan Jalili	How to become an attorney, law pathway
3/7/17 6:00pm	BGS 132	Barbara Schierhold	ID111 – Interior Design Studio	Ken Winovitch	Making Material Boards for Interior Design
3/8/17 3:00pm	BGS 327	Emily Quinlan	Pre Law Society	Bernadette Agaton, JD	Dean from Cal Southern University Law School speaking on behalf of the Program.
3/9/17 6:00pm	BGS 132	Barbara Schierhold	ID111 – Interior Design Studio	Francisco Leon	Faux Finishing as used for Residential Interiors
4/12/17 9:30am	BGS 232	Warner Griswold	BUS 1 Introduction to Business	Ed Vilandrie	Entrepreneurship
4/13/17 10:00am	HS 105	Martine Wehr	HS 37 – Intro to Criminology	Matthew Cordova	US Marshalls
4/13/17 10:30am	Lake Forest City Hall	Charles Wilbourn	PS214X – Current Issues in Government (EI)	Sadeeka Al-Majid, Ph.D.	Islam
4/17/17 9:30am	BGS 232	Warner Griswold	BUS 1 Introduction to Business	David Baia	Management Coaching
4/18/17 4:00pm	HS 105	Martine Wehr	HS 182 – Substance Abuse for Child/Adolescents	Richard Plaskett, Executive Director	Breakaway Health Corporation – Adolescent Treatment
4/26/17 9:30am	BGS 232	Warner Griswold	BUS 1 Introduction to Business	Greg McGuff	Climbing the Corporate Ladder
4/28/17 9:00am	SSC 212	April Cubbage	Women's Leadership Conference	Lee Winocur Field	Women's Leadership and Gender Advocacy
5/2/17 4:30pm	HS 105	Martine Wehr	HS 182 – Substance Abuse for Child/Adolescents	Aimee Dunkle; Margie Fleitman	Naloxone and Solace Foundation

## **IRVINE VALLEY COLLEGE**

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Topic
3/10/17	BSTIC 118	Elizabeth	Sociology Club	Felicity Figueroa	Great American Write-In
9:30am		Chambers			
3/13/17	BSTIC 101	Bennet	Accounting Society Club	Johnathan Liu	Obtaining Internships in
4:00pm		Tchaikovsky			Accounting
3/13/17	BSTIC 101	Bennet	Accounting Society Club	Bill Peterson	Wiley Efficient Learning as
4:00pm		Tchaikovsky			Preparation for CPA Exam
4/4/17	BSTIC 115	Michael	CIM 160	Johnny Tsao	IT Careers and the Next
7:00pm		Salviani and	Computer Network	Brad Downey	Generation Data Center
		Carolina	Fundamentals		
		Kussoy			
4/4/17	BSTIC 101	John Russo	Business Leader Society	Tristan Tucker	Effective Communication
3:30pm			Club		and The Art of The Pitch

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.2 DATE: 3/27/17

**TO:** Board of Trustees

**FROM**: Debra L. Fitzsimons, Interim Chancellor

**RE:** Staff May Respond to Public Comments from the Previous Board

Meeting

ACTION: None

#### **BACKGROUND**

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

#### **STATUS**

A public comment response from staff was not requested during last month's board meeting.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.3 DATE: 3/27/17

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Basic Aid Report

**ACTION:** Information

#### **BACKGROUND**

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

#### **STATUS**

As of February 28, 2017, total estimated Basic Aid receipts are \$686.8M and total approved projects are \$672.0M as shown in EXHIBIT A. The balance of \$14.8M 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 February, 2017 Board report.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects March 27, 2017

Project Description	Approved Amount	1999/2012 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	2015/16 Actual	Balance Remaining for 2016/17
CLOSED PROJECTS					-		
CLOSED PROJECTS TOTAL	221,722,480	205,105,424	1,499,782	9,143,250	2,354,029	3,333,662	286,333
CAPITAL PROJECTS		•	•		•		
, and the second	12 700 000	2 204 442	100.005	1 744 047	2 744 440	22.000	6 707 177
ATEP Building Demolition (2007)  ATEP First Building Phase 3A (2011)	13,700,000	2,294,413	109,025	1,744,947	2,741,440	22,998	6,787,177
	26,300,000	10 005 745	E64 200	761	336,973	1,985,988	23,976,278
ATER Site Development (2013)	14,231,115 8,500,000	10,905,745	564,290	579,960	622,701	110,430	1,447,990
ATER Staffing, Equipment, Program Development (2007)	891,611	920.450	693,427	681,207	986,687	1,054,743	5,083,935
ATER Hallities (Infragativeture Phase I (2016)	<del>'</del>	829,159	7,785	14,204	2,026	- E 47 COE	38,437
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	-				547,695	8,927,305
IVC A200 Success Center (2014)	505,005	20.452	600 222	052.402	E COE 440	2 240 447	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				4.000	4,257	395,743
IVC B400 Labs and Entrance Controls (2015)	410,000	-		0.044	1,600	4,333	404,067
IVC Defects Performing Arts Center (2014)	1,400,000	- 0.40.074	05.074	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	450.475	000.544	0.440.400	(4.400.500)	44.007	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 Peforming Arts Center Waterproofing (2013)	470,000	-				-	470,000
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-	10.000	44.000	4 = 22 2 = 2	400.00=	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 Data Center Project (2016)	1,000,000	-					1,000,000
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	-				<u> </u>	500,000
SC LRC Defects (2015)	750,000	-				8,272	741,728
SC New Gateway Building (2013) (Match)	2,826,817	-				<u>-</u>	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	-				<u>-</u>	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	270,018,984	17,121,402	3,316,677	14,911,189	41,191,360	40,317,370	153,160,985
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 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 PE200 Bleacher Repairs (2014)	725,000	_			2,841	88,099	634,060
SC PE Complex (2013)	500,000	_			_,0	-	500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	4,681,005	_	62,482	401,295	318,298	564,421	3,334,509

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects March 27, 2017

Project Description	Approved Amount	1999/2012 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	2015/16 Actual	Balance Remaining for 2016/17
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	-	0.10,100	0.10,001	-	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	_			33,000	-	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
SOCCD 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	_	200,110	000,010	222,000	69,488	140,512
SOCCCD District-wide Network Security (2015)	369,895	_			322,157	40,960	6,778
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	_			0==,:0:	10,000	820,000
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 Content Mgmt Expansion (2013)	150,000	_	31,386	3, 100,001		7,500	111,114
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,000	_	01,000			1,000	355,000
SOCCCD HR/Bus Svcs Integrated Software (2013)	14,087,000	16,131	150,433	1,971,236	5,586,580	3,506,054	2,856,565
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500	- 10,101	100,100	1,011,200	3,000,000	-	54,500
SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys	50,000	_	14,400				35,600
SOCCOD IT Basic Aid Projects (2013) IT Contingency	907,328	_	31,800	32,800			842,728
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
SOCCD Master Calendar Integration (2014)	300,000		000,020	58,500	677	-	240,823
SOCCD MySite Security (2014)	302,000	_		47,280	164,662	67,732	22,326
SOCCD New Student Print Solution (2016)	238,921	_		17,200	101,002	124,115	114,806
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	_				5,199	195,801
SOCCD Positive Attendance Hours (2016)	198,000	_				-	198,000
SOCCD Predictive Analytics (2013)	250,000	_	54,052		62,515	68,615	64,818
SOCCD Refresh MDF and IDF (2016)	1,000,000	_	01,002		-	195,340	804,660
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000	_			-	316,411	608,589
SOCCCD Student Early Alert System (2016)	226,800	_				-	226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	_					600,000
SOCCCD Student Information System Enhancement (2013-2015)	8,140,800	_	1,047,013	1,720,024	1,379,858	1,544,979	2,448,926
SOCCCD Student Success Dashboard (2014)	550,000	_	1,017,010	52,324	382,882	107,632	7,162
SOCCCD Support Multiple Prerequisites (2015)	302,400	_		02,021	12,584	150,559	139,257
SOCCD System Testing and Stability (2016)	377,000	_			12,001	46,465	330,535
SOCCD Tableau for Data Visualization (2016)	270,000	_				192,434	77,566
SOCCCD Unified Student ID Card (2016)	452,000	_				102,404	452,000
SOCCD Waitlist Modification (2014)	514,600	_	+	249,920		_	264,681
SOCCD Wireless Coverage Expansion (2015)	738,000		+	2 10,020	30,452	7,649	699,899
SOCCCD Wireless Coverage Expansion (2013)	1,907,990		+	+	00,402	7,043	1,907,990
SOCCCD Writeless Opgrade (2010) SOCCCD Workday Student BPA Sessions (2016)	317,800		+			73,482	244,318
SOCCCD Workday Student Dr A Sessions (2016)	375,000		+	+		15,211	359,789
IT PROJECTS TOTAL	63,718,716	7,334,032	3,847,703	9,123,431	12,384,825	9,295,307	21,733,418

EXHIBIT A

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects March 27, 2017

		Approved	1999/2012	2012/13	2013/14	2014/15	2015/16	Balance Remaining
Project Description		Amount	Actual	Actual	Actual	Actual	Actual	for 2016/17
OTHER ALLOCATIONS			•	<b>.</b>	·			
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 Pla	ın (2016)	840,000	-			·	283,949	556,051
SOCCCD District-wide Mapping (2015)	,	400,000	-				-	400,000
SOCCCD District-wide Sustainability/Energy Planning (201	6)	240,000	-				6,453	233,547
SOCCCD District-wide Tech Consultant for Capital Constr		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 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 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	-				14,500,000	12,600,000
SOCCCD Pre-Planning and Investigation (2015)		255,000	-			3,343	29,087	222,570
SOCCCD Trustee Election/General Election Expense (2004)	4 - 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		111,804,421	39,697,620	19,083,461	3,896,083	738,848	18,772,946	29,615,463
BASIC AID PROJECT TOTALS		671,945,606	269,258,478	27,810,105	37,475,247	56,987,360	72,283,706	208,130,709
	Commitment		380,742,189	70,406,108	54,193,413	45,306,580	61,387,393	59,909,924
		Commitments	380,742,189	451,148,297	505,341,710	550,648,290	612,035,682	671,945,606
	Receipts		433,256,612	46,888,399	43,788,270	51,659,425	52,672,948	58,510,948
	Cumulative I		433,256,612	480,145,011	523,933,281	575,592,706	628,265,654	686,776,602
	Cumulative I	•	269,258,478	297,068,584	334,543,831	391,531,191	463,814,898	671,945,606
	Uncommitted	d Basic Aid Funds	163,998,134	183,076,427	189,389,450	184,061,515	164,450,756	14,830,996
		Approved						
Change from February 2017 Report:		Amount						
Total Change from February 2017 Report		-	_	-	_	_	_	-
. Sta. Change in our roomady 2017 Report								

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 7.4 DATE: 3/27/17

**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. EXHIBIT B is a new feature of the Facilities Status Report which highlights a project each month. This month the Irvine Valley College Laser Way (formerly known as Barranca Entrance) Project is highlighted.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services

# FACILITIES PLAN STATUS REPORT *March* 27, 2017

#### 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: <a href="http://www.socced.edu/about/about_planning.html">http://www.socced.edu/about/about_planning.html</a>. The next EFMP process is scheduled for FY 2016-2017.

#### SADDLEBACK COLLEGE

#### 1. SCIENCES BUILDING

<u>Project Description:</u> This project is a new three story building of 51,197 assignable square feet (ASF), 81,980 gross square feet (GSF) dedicated to the Sciences programs. The Biology, Chemistry, Marine Science, Geology, Physics and Astronomy programs will all be relocated from the existing Math Science Building. The space vacated within the existing Math Sciences Building will remain inactive until funds are available for a separate capital outlay project that will reconstruct the space into additional mathematics and general instructional classroom space. The new Sciences Building, located adjacent to the Student Services Center, will consist of primarily lab classroom and support space with some lecture classroom space and offices.

Start Preliminary Plans	April 2011	Award Construction Contract	Nov 2013
Start Working Drawings	March 2012	Complete Construction	June 2016
Complete Working Drwngs	Jan 2013	Advertise for FF&E	Nov 2015
DSA Final Approval	June 2013	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

	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: Closed: DSA Close Out and Certification.

<u>In Progress</u>: First year warranty work. Minor corrections underway.

Recently Completed: Final payment application paid.

<u>Focus:</u> Continuing to address minor building issues.

#### 2. STADIUM AND SITE IMPROVEMENT

<u>Project Description:</u> The existing stadium will be replaced with a new 8,000 seat multisport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and 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 Drwngs	March 2017	Advertise for FF&E	N/A
DSA Final Approval	Sept 2017	DSA Close Out	Pending

<u>Budget Narrative</u>: 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 Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

Project Budget:	Original	Revision	Total
	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$0	\$22,705,000	\$22,705,000

Status: Design Development: 50% Complete.

<u>In Progress</u>: Continue through the design development process.

Recently Completed: Preliminary meeting with Orange County Fire Authority. Review of 50% Design Development status budget. Received RFPs for building enclosure, commissioning and supplementary geotechnical consultants.

<u>Focus</u>: Issue contracts for building enclosure, commissioning and supplementary geotechnical consultants. Draft preliminary furniture, fixtures and equipment (FF&E) list for project.

#### 3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

<u>Project Description:</u> 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 replaces 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	Pending
Start Working Drawings	Sept 2011	Complete Construction	Pending
Complete Working Drwngs	Dec 2013	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

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.

Project Budget:	Original	Revision	Total
	\$ 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
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<u>Status</u>: The Board of Trustees approved a project pause to consider alternate building approaches.

<u>In Progress</u>: *Perform curriculum assessment to determine how best to address future needs for the programs.* 

Recently Completed: DSA submittal on hold.

<u>Focus Issue</u>: Staff and division considering alternate building approach. Evaluating program, overall scope, budget and schedule to determine how best to meet project needs.

#### 4. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

<u>Project Description:</u> 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	Jan 2017
Complete Working Drwngs	Nov 2014	Advertise for FF&E	N/A
DSA Final Approval	Sept 2015	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board agenda action on 5/21/2012, 6/17/13, 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.

Project Budget:	Original	Revision	Total
	\$1,000,000	\$6,7000,000	\$7,700,000
District Funding Commitment:	\$1,000,000	\$6,700,000	\$7,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,000,000	\$6,700,000	\$7,700,000

Status: Construction Phase: 99% Complete.

In Progress: Final punch list. *Negotiate final change order*.

<u>Recently Completed</u>: Installation of seismic bracing and thermal expansion loops at chilled water & hot water lines. DSA approval for fire panel upgrade in order to accommodate fog machine use in productions.

Focus: Resolve change orders. Close out & training. Obtain BIM As-Builts

#### 5. GATEWAY PROJECT

<u>Project Description</u>: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will collocate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drwngs	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013, 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.

Project Budget:	<u>Original</u>	<u>Revision</u>	<u>Total</u>
	\$42,867,000	\$ (2,456,000)	\$40,402,000
District Funding Commitment:	\$12,814,000	\$ 7,118,000	\$19,932,000
Anticipated State Match:	\$30,053,000	\$ (9,583,000)	\$20,470,000
Basic Aid Allocation: Unallocated Amount:	\$ 1,545,115	\$ 1,281,702	\$ 2,826,817 \$37,575,183

<u>Status</u>: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in November's election.

<u>In Progress</u>: There were 32 statewide community college projects identified in the first year funding release and 39 projects identified in the second year funding release. Typically if projects are not funded, they must be re-submitted in the following year and re-compete for funds. Because the Governor's decision to withhold the bond funding is unprecedented, the State Chancellor's office is recommending that the first two years of recommended projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. The third and final year of funding will resume the necessity to compete for funds.

<u>Recently Completed</u>: State Chancellor's office identified projects for second year funding. The list includes the Saddleback College Gateway project and the Irvine Valley College

Fine Arts Complex project. The Governor has released only five projects for bond release in the first year.

<u>Focus</u>: Projects statewide compete for funding using an objective, established point allocation system. The Gateway project has been evaluated for state funding since 2008 with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution.

#### **IRVINE VALLEY COLLEGE**

#### 1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

<u>Project Description:</u> This project provided a new two story building of 31,275 assignable square feet (ASF), 58,625 gross square feet (GSF) dedicated to Performing Arts. It includes a performing arts auditorium with stage, a black box theater, faculty offices, classroom lab space and various support areas for Fine and Applied Arts. The project was complete and occupied in early 2007 using a multiple prime contract delivery method.

Start Preliminary Plans	Dec 2003	Award Construction Contract	Jan 2006
Start Working Drawings	April 2004	Complete Construction	<b>June 2007</b>
Complete Working Drwngs	Dec 2004	Advertise for FF&E	Jan 2007
DSA Final Approval	Aug 2005	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report FY 2003-2004 and FY 2007-2008.

Project Budget:	Original	Revision	Total
	\$16,304,000	\$17,309,000	\$33,613,000
District Funding Commitment:	\$16,304,000	\$ 2,837,000	\$19,141,000
Anticipated State Match:	\$14,472,000	\$0	\$14,472,000
Basic Aid Allocation:	\$ 1,832,000	\$17,309,000	\$19,141,000

<u>Status:</u> Close Out: The final Notice of Completion was filed on September 24, 2007. Original Architectural firm is re-engaged to address pending items.

<u>In Progress</u>: Pending completion of minor construction work and final documentation by project inspector and architect.

Recently Completed: Final change order and addenda were approved by DSA and required field corrections were completed.

<u>Focus</u>: DSA Close-Out Consultant is engaged to work with the DSA to complete this effort. Minor construction work is required to correct deficiencies identified during closeout.

#### 2. LIFE SCIENCES PROJECT

<u>Project Description:</u> This project is a new two story building of 19,584 assignable square feet (ASF) and 30,267 gross square feet (GSF). The Life Science programs were relocated from the A-400 building. The vacated building was demolished to make way for a new facility that will house Liberal Arts programs. The Life Sciences building, located on the south east portion of the Sciences Quad, consist primarily of lab classrooms and support space with some lecture classroom space and offices.

Start Preliminary Plans	Nov 2008	Award Construction Contract	April 2011
Start Working Drawings	April 2010	Complete Construction	March 2014
Complete Working Drwngs	June 2010	Advertise for FF&E	Sept 2013
DSA Final Approval	Dec 2010	DSA Close Out	May 2014

<u>Budget Narrative</u>: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000 with all overage returned to basic aid upon reimbursement.

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

<u>Status:</u> Warranty: Final "first year discovery" items to be completed by end of the fiscal year. 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.

<u>In Progress</u>: Combining of "First Year Discovery" project with a college project to elicit a better contractor response. Anticipated bid in March 2017 for a summer execution.

Recently Completed: Draft of combined package with college project.

<u>Focus</u>: Completion of "first year discovery" items. Final closeout of project budget.

#### 3. BARRANCA ENTRANCE

<u>Project Description:</u> This project creates a new signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	Feb 2010	Award Construction Contract	May 2016
Start Working Drawings	March 2011	Complete Construction	Mar 2017
Complete Working Drwngs	March 2011	Advertise for FF&E	N/A
DSA Final Approval	Dec 2012	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Project Budget:	Original	Revision	Total
	\$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

<u>Status</u>: Construction Phase: 90% Complete. 95% of submittals have been reviewed. Inspection coordination with the City of Irvine and Irvine Ranch Water District is continuing.

<u>In Progress</u>: Final connections to traffic signals and reconstruction of sidewalks at Barranca intersection are underway.

<u>Recently Completed</u>: Traffic signal controller has been installed. Southern California Edison design for power to the traffic signals have been received.

<u>Focus:</u> *Installation street lights and traffic signal and street striping.* 

#### 4. LIBERAL ARTS BUILDING PROJECT

<u>Project Description:</u> 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	1
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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

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

Project Budget:	Original	Revision	Total
	\$ 3,004,951	\$10,008,949	\$13,013,000
District Funding Commitment:	\$ 3,004,951	\$10,008,949	\$13,013,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 1,000,000	\$12,013,000	\$13,013,000

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

<u>In Progress</u>: Final Pay application review. Contractor has been called upon to review and address access compliant issues identified during our ADA Transition Plan survey.

<u>Recently Completed</u>: Punch list, warranty and M&O Manuals provided, final furniture install.

Focus: Final Pay application review.

#### 5. FINE ARTS PROJECT

<u>Project Description:</u> The proposed project will construct a new complex of three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand space for the Fine Arts department. Art, Art History, Music and Dance instruction will be relocated from laboratories currently housed across a number of different buildings on campus. The Fine Arts building, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings setting the stage for future renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014 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.

Project Budget:	<u>Original</u>	<u>Revision</u>	<u>Total</u>
	\$35,703,000	\$ (578,000)	\$35,125,000
District Funding Commitment:	\$10,562,000	\$ 6,755,000	\$17,317,000
Anticipated State Match:	\$25,141,000	\$ (7,333,000)	\$17,808,000
Basic Aid Allocation: Unallocated Amount:	\$795,000	\$1,659,739	\$ 2,454,739 \$32,670,261

<u>Status</u>: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in November's election.

<u>In Progress</u>: There were 32 statewide community college projects identified in the first year funding release and 39 projects identified in the second year funding release. Typically if projects are not funded, they must be re-submitted in the following year and re-compete for funds. Because the Governor's decision to withhold the bond funding is unprecedented, the State Chancellor's office is recommending that the first two years of recommended projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. The third and final year of funding will resume the necessity to compete for funds.

<u>Recently Completed</u>: State Chancellor's office identified projects for second year funding. The list includes the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project. The Governor has released only five projects for bond release in the first year.

<u>Focus</u>: Projects statewide compete for funding using an objective, established point allocation system. The Fine Arts project has been evaluated for state funding since 2006 with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution. Two additional funding rounds are projected to follow in two successive years. However, there is recent speculation that the Governor will not release the bonds as designed, rather using a more gradual release of funds over a longer period of time.

#### 6. PARKING LOT PHASE IA AND SOLAR SHADE PROJECT

<u>Project Description:</u> This project includes development of a 135,000 square feet of lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one

megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

Start Preliminary Plans	Jan 2017	Award Construction Contract	Aug 2017
Start Working Drawings	Mar 2017	Complete Construction	Mar 2018
Complete Working Drwngs	Apr 2017	Advertise for FF&E	Oct 2017
DSA Final Approval	Jul 2017	DSA Close Out	Jul 2018

<u>Budget Narrative</u>: 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.

Project Budget:	Original	Revision	Total
	\$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

<u>Status</u>: Programming and Planning phase: 80% complete. Integration of Solar Shade Structure scope.

<u>In Progress</u>: Development of Design-Build project criteria is continuing including an assessment of demand versus proposed solar capacity. Selection of Design-Build consultant is underway. *Economic feasibility study to maximize return on solar power installation*.

<u>Recently Completed:</u> Kickoff meeting with criteria architect and user group. Preliminary parking lot layout is complete.

<u>Focus</u>: Development of Design-build project criteria and Design-build RFQ & P documents.

#### 7. HEALTH CENTER/CONCESSION PROJECT

<u>Project Description:</u> This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/ Concession building, located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

Project Budget:	Original	Revision	Total
	\$5,200,000	\$ 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.

<u>In Progress</u>: The number of prequalification submissions was insufficient to arrive at best value selection. Staff is recommending Design-Bid-Build procurement.

<u>Recently Completed</u>: Two Prequalification submissions for Design-Build procurement were received.

<u>Focus</u>: *Modify design approach to arrive at Design-Bid-Build procurement.* 

#### **ATEP**

#### 1. ATEP DEMOLITION

<u>Project Description</u>: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station is required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional required after the land exchange between the County and SOCCCD is complete. The schedule below reflects the most recently completed phase.

Start Preliminary Plans	Jul 2013	Award Construction Contract	Nov 2014
Start Working Drawings	Jul 2013	Complete Construction	Jul 2015
Complete Working Drawings	Apr 2014	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

	Original	Revision	Total
Project Budget:	\$ 7,000,000	\$ 6,7000,000	\$13,700,000

District Funding Commitment:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 7,000,000	\$ 6,700,000	\$13,700,000

<u>Status</u>: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

<u>In Progress</u>: Negotiations with the City and the Navy to transfer county land to district so the last phase of demolition can be completed.

<u>Recently Completed</u>: Land exchange between District and the County of Orange.

<u>Focus</u>: 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	<b>June 2015</b>
Start Working Drawings	<b>July 2015</b>	Complete Construction	Dec 2017
Complete Working Drwngs	March 2016	Advertise for FF&E	Aug 2017
DSA Final Approval	Sept 2016	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 2/28/2011, 6/23/2014, 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 \$1,250,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 3,300,000	\$26,300,000
District Funding Commitment:	\$23,000,000	\$ 3,300,000	\$26,300,000
Anticipated State Match:	\$0	\$0	
Basic Aid Allocation:	\$21,450,000	\$ 4,850,000	\$26,300,000
College Contribution:	\$0	\$ 1,250,000	\$ 1,250,000

Status: Construction phase: 18% complete.

<u>In Progress</u>: Forming for building slabs, off-site fabrication of structural steel, and site utilities.

Recently Completed: Under slab utility installation.

<u>Focus</u>: Final review of project Audio Visual and IT components and begin furniture selection process. Evaluation of rain impacts on project schedule.

#### 3. ATEP – UTILITIES AND INFRASTRUCTURE

<u>Project Description:</u> 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	Oct2016
Start Working Drawings	Nov 2015	Complete Construction	Dec2017
Complete Working Drawings	Mar 2016	Advertise for FF&E	N/A
DSA Final Approval	Jun 2016	DSA Close Out	Jan 2018

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board of Trustees approved \$2,475,000.

Project Budget:	Original	Revision	Total
	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment: Anticipated State Match:	\$7,000,000	\$2,475,000	\$9,475,000
	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

Status: Construction phase: 6% complete

<u>In Progress</u>: Demolition of old parking lot, safe-off of site lighting electrical, rough grading.

<u>Recently Completed</u>: Contractor mobilization to site.

<u>Focus</u>: Construction coordination between Infrastructure, IVC First Building and City of Tustin Victory Road contractors. Review *submitted costs for* contract impact relative to utility re-sizing by Irvine Ranch Water District (IRWD).

#### **DISTRICT WIDE**

#### 1. DISTRICTWIDE SUSTAINABILITY/ ENERGY PLAN

<u>Project Description:</u> This project develops a Sustainability/Energy Plan to support the colleges' plans for future sustainability/energy projects and to assist with the development of the ATEP site. Additionally, the plan 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. The project is broken into two phases, the first to focus on development of building design and construction guidelines and the second to focus on campus organizational policies and procedures. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Jan 2017	Start Plan Development	Feb 2017
Start Research/Analysis	Jan 2017	Complete Plan	May 2017
Complete Research/Analysis	Feb 2017	Final Plan	June 2017

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board approved \$40,000.

Project Budget:	Original	Revision	Total
	\$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

Status: Plan Development: 20% Complete.

<u>In Progress</u>: Steering Committee visioning meeting #1 held March  $3^{rd}$ .

<u>Recently Completed:</u> Collection of energy use and other Facilities related data for Saddleback and IVC.

<u>Focus</u>: *Obtain input on plan by Steering Committee.* 

#### 2. ADA TRANSITION PLAN

<u>Project Description:</u> 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

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015. On June 27, 2016, the Board approved \$440,000.

Project Budget:	Original	Revision	Total
	\$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: ADA Transition Plan is complete.

<u>In Progress</u>: Finalizing training agendas from campus staff.

Recently Completed: ADA Transition Plan is complete.

<u>Focus</u>: Scheduling staff training to manage Transition Plan database, project planning and basics of accessible construction.

Project updates for active projects may be viewed at: <a href="http://www.socced.edu/businessservices/ProjectUpdates.html">http://www.socced.edu/businessservices/ProjectUpdates.html</a>.

#### Notes

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
  - o The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

# IRVINE VALLEY COLLEGE Laser Way

A Long Journey ending with a New Connection

Report to Board of Trustees | March 27, 2017



#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

# **Laser Way**

# Progress report

By the end of July 2016, groundbreaking was behind us and the contractor was well on their way to transforming a field to the dream.

Roadwork installation is not typical construction for our district and we learned about a new machine which installed both rebar and concrete in one pass, and without forms, between the sidewalk and the roadway.







#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP



October brought us the beginning of the asphalt installation and the visual realization of the long awaited connector.

# Laser Way Progress Report

The new street lights and traffic signals experienced a hiccup during the coordination with SCE which has recently been overcome and these installations may now commence.



### SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP



Technology is incorporated via the controller for the traffic signals, now installed and awaiting power.



## Laser Way Progress Report

It is amazing the amount of steel that is buried for some of our structures. Here is a cage for a traffic signal pole base.



### SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

# Laser Way Progress report

With a rainier than usual season, drainage issues for this very flat site are being reviewed for improvement.

However, the major thoroughfare is cleared for take off.



Planting required approvals through four separate agencies.

The result will be a beautiful entry.



EXHIBIT E

# IRVINE VALLEY COLLEGE Laser Way

OPENING ANTICIPATED FOR Late March / Early April

Report to Board of Trustees | March 27, 2017

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.5 DATE: 3/27/17

**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 February 28, 2017 (EXHIBIT A). 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 February 28, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCI	E		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	5,108,016	1,173,695	22.98%
State Sources	8600-8699		46,456,156	51,099,803	37,336,279	73.07%
Local Sources	8800-8899		224,530,310	224,674,420	146,468,025	65.19%
Other Financing Sources	8900-8912	_	0	0	0	
Total Revenue			275,219,049	280,882,239	184,977,999	65.86%
INCOMING TRANSFERS	8980-8989		4,107,009	4,107,009	3,130,809	76.23%
TOTAL SOURCES OF FUNDS		\$	338,666,873	344,330,063	247,449,623	71.86%
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999	\$	86,730,335	87,897,214	57,707,649	65.65%
Other Staff Salaries	2000-2999	·	54,253,223	55,463,231	29,719,044	53.58%
Employee Benefits	3000-3999		50,476,683	50,823,521	29,753,410	58.54%
Supplies & Materials	4000-4999		7,659,548	7,158,053	2,567,819	35.87%
Services & Other Operating	5000-5999		30,037,802	32,615,638	13,774,690	42.23%
Capital Outlay	6000-6999		16,595,642	17,010,747	4,125,491	24.25%
Payments to Students	7500-7699	_	1,046,089	2,002,731	1,145,076	57.18%
Total Expenditures		\$	246,799,322	252,971,135	138,793,179	54.87%
OTHER FINANCING USES:						
Debt Service	7100-7199		0	0	0	
Inter Fund Transfers Out	7300-7399	\$	750,000	750,000	600,000	80.00%
Basic Aid Transfers Out	7300-7399		56,129,557	56,129,557	23,650,000	42.13%
Intra Fund Transfers Out	7400-7499	_	0	0		0.00%
Total Other Uses			56,879,557	56,879,557	24,250,000	42.63%
TOTAL USES OF FUNDS		-	303,678,879	309,850,692	163,043,179	52.62%
ENDING FUND BALANCE		\$_	34,987,994	34,479,371	84,406,444	
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 Uncerta	ainties	_	7,000,000	7,908,573		
TOTAL RESERVES		\$_	34,987,994	34,479,371		

NOTE: As of February 29, 2016 actual revenues to date were **70.75%** and actual expenditures to date were **43.66%** of the revised budget to date.

#### SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of February 28, 2017

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 Restricted Budget Allocation Total Revenue		_	100,636,449 28,755,407 129,391,856	100,636,449 30,399,578 131,036,027	65,201,970 23,332,162 88,534,132	64.79% 76.75% 67.56%
INCOMING TRANSFERS	8980-8989		3,302,005	3,302,005	2,667,400	80.78%
TOTAL SOURCES OF FUNDS		\$	148,502,064	150,146,235	107,009,735	71.27%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ \$	54,263,994 27,571,323 28,347,162 5,434,219 13,670,310 11,020,064 694,992 141,002,064	55,240,161 27,920,753 28,482,633 4,673,660 14,304,511 10,826,581 1,197,936 142,646,235	34,602,725 14,671,906 16,588,145 1,490,724 6,132,145 2,108,858 758,194 76,352,697	62.64% 52.55% 58.24% 31.90% 42.87% 19.48% 63.29% 53.53%
OTHER FINANCING SOURCES/(USES) Debt Service Transfers Out Other Transfers Total Other Uses	7100-7199 7300-7399 7400-7499	\$	500,000 0 500,000	500,000 0 500,000	250,000 0 250,000	50.00% 50.00%
TOTAL USES OF FUNDS		-	141,502,064	143,146,235	76,602,697	53.51%
LOCATION OPERATING BALANCE		\$_	7,000,000	7,000,000	30,407,038	
RESERVES Reserve for Economic Uncertainties		\$_	7,000,000	7,000,000		

NOTE: As of February 29, 2016 actual revenues to date were **67.40%** and actual expenditures to date were **51.53%** of the revised budget to date.

#### **IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary As of February 28, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	<b></b>		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 Restricted Budget Allocation Total Revenue		\$	60,296,673 15,087,393 75,384,066	60,296,673 19,057,859 79,354,532	40,343,306 14,227,367 54,570,673	66.91% 74.65% 68.77%
INCOMING TRANSFERS	8980-8989		610,004	610,004	371,977	60.98%
TOTAL SOURCES OF FUNDS		-	82,613,736	86,584,202	61,562,316	71.10%
USES OF FUNDS						
EXPENDITURES:     Academic Salaries     Other Staff Salaries     Employee Benefits     Supplies & Materials     Services & Other Operating     Capital Outlay     Payments to Students	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 ): 7100-7199 7300-7399 7400-7499	-	30,666,733 17,795,118 17,446,749 2,107,824 7,572,826 5,256,193 351,097 81,196,540	30,857,445 18,660,188 17,658,549 2,354,109 9,506,329 5,834,214 804,795 85,675,629	22,377,238 10,039,625 10,814,946 999,837 3,794,791 1,945,379 386,882 50,358,698	72.52% 53.80% 61.24% 42.47% 39.92% 33.34% 48.07% 58.78%
7		_				E0 700/
TOTAL USES OF FUNDS		=	81,196,540	85,675,629	50,358,698	58.78%
LOCATION OPERATING BALANCE		=	1,417,196	908,573	11,203,618	
RESERVES Reserve for Economic Uncertainties		=	1,417,196	908,573		

NOTE: As of February 29, 2016 actual revenues to date were **67.06%** and actual expenditures to date were **53.79%** of the revised budget to date.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM:

ITEM: 7.6 DATE: 3/27/17

**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 period ending February 28, 2017 (EXHIBIT A).

For February, the portfolio was comprised of 48.2% Fixed Funds (Bonds) and 51.8% Common Stocks (Domestic and International). The portfolio's performance increased 1.59%, ending with a fair market value of \$106,178,127, and an annualized return of 5.52% which is consistent with the market.

Item Submitted By: Kim McCord, Acting Vice Chancellor, Business Services



March 9, 2017

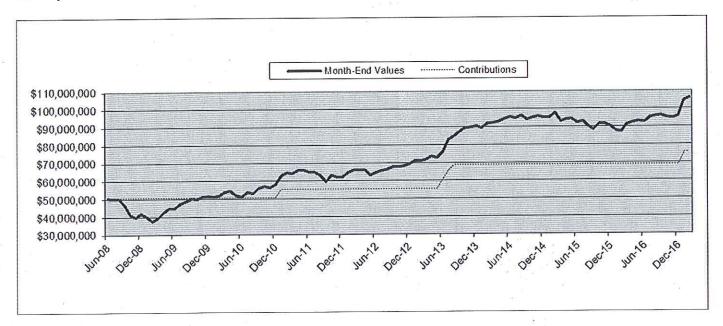
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

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

With a fair market value on February 28th of \$106,178,127.04 your portfolio's performance was up 1.59% for the month and up 5.52% 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 (51.8%) and fixed income funds (48.2%). 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, and \$6,876,877.96 on January 20, 2017 for a total of \$75,676,601.70. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

Performance	February 2017	Year-To-Date	Annualized Since Inception
South Orange CCCD	1.59%	3.20%	5.52% annualized return
S&P 500	3.97%	5.95%	9.71% (Domestic Stocks)
MSCI EAFE	1.43%	4.37%	1.48% (International stocks)
Barclays Aggregate	0.67%	0.87%	4.20% (Domestic Bonds)
Barclays Global	0.47%	1.61%	2.49% (Global Bonds)



Very truly yours,

Scott W. Rankin

Scott W. Rankin Senior Vice President

# Benefit Trust - Retiree (OPEB) Trust

Month - Year Contributions		Cantribution Balance		Month-End		
wonth - Year	C	ontributions	C	ontribution Balance	In	vestment Values
June-08	\$	50,791,103	\$	50,791,103	\$	50,589,708
June-09	\$	-	\$	50,791,103	\$	44,706,214
June-10	\$	-	\$	50,791,103	\$	51,342,419
June-11	\$	4,618,708	\$	55,409,811	\$	65,060,898
June-12	\$	-	\$	55,409,811	\$	64,788,984
June-13	\$	5,000,000	\$	60,409,811	\$	76,038,439
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
September-16	\$	-	\$	64,799,724	\$	96,320,870
October-16	\$	-	\$	64,799,724	\$	95,230,338
November-16	\$	-	\$	64,799,724	\$	94,958,568
December-16	\$	-	\$	64,799,724	\$	96,106,489
January-17	\$	6,876,878	\$	71,676,602	\$	104,516,816
February-17	\$	-	\$	71,676,602	\$	106,178,127
•	\$	71,676,602			•	



# 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

**DATE:** March 16, 2017

SUBJECT: President's Report for the March 27, 2017 Board of Trustees Meeting

#### IVC Sponsored CyberPatriot Teams Achieve Outstanding Results

Irvine Valley College's School of Business Sciences sponsored two local Naval Sea Cadet teams for the CyberPatriot Cyber Defense Competition. The two teams from the El Toro Battalion recently concluded an exceptional season of competition. In the team's first year of competition, their performance earned them the All-Services Division Gold Tier 1st and 2nd place teams in the nation. In all, 4,404 teams registered to compete in this season of CyberPatriot. The students involved learned teamwork, critical thinking skills, and the technical knowledge that is key to a successful career in cybersecurity. The CyberPatriot National Youth Cyber Education Program was created to excite, educate, and motivate students toward careers in cybersecurity and other science, technology, engineering and mathematics (STEM) disciplines critical to our nation's future. CyberPatriot's core program, the National Youth Cyber Defense Competition, challenges teams of two to six students from across the US, Canada, and abroad, to find and resolve cybersecurity vulnerabilities in simulated environments. The competition is divided into three divisions: the open division for high schools; the all-services division for JROTC, Civil Air Patrol, and Naval Sea Cadets; and the middle school division. Based on results of two preliminary rounds, CyberPatriot teams are categorized within their divisions into Platinum (top 30%), Gold (middle 40%), or Silver (bottom 30%) Tiers. IVC is also part of the SoCal Cybersecurity Community College Consortium that was awarded the CyberPatriot Center of Excellence, designated to organizations that excel in emphasizing cybersecurity and developing the workforce of tomorrow. IVC used grant money allocated by the state chancellor's office to provide a training and competition space for the ninth season of the CyberPatriot competition. Training for the next season of CyberPatriot begins in April and IVC will be hosting and training many more teams from local schools in the area, including Beckman, Foothill, and Irvine High Schools; Los Alisos, Serrano and South Lake Middle Schools; as well as the two returning teams from the Naval Sea Cadets.

#### **Accreditation Site-Team Visit**

On February 27-March 2, IVC hosted the 14-member accreditation visiting team. Over 140 faculty, staff, administrators and students attended the open forum and shared what IVC means to them and what IVC does well. The visiting team shared how impressed they were with the comradery and high levels of mutual respect and interaction across faculty, staff and students at IVC.

President's Report to the Board of Trustees March 16, 2017 Page 2

#### **IVC Preview Day**

On March 7, IVC held the high school preview day. Approximately 1,200 students from local high schools attended and were required to participate in a presentation highlighting IVC's programs and services. Once the students finished their informational session, they were guided to booths and to the In-N-Out Burger lunch. Students had the opportunity to find out about early priority registration, Irvine Valley College Honors Program, guidance and counseling, scholarships and financial aid, student government, campus clubs, career and technical programs, special services, admission and registration, athletics and intercollegiate programs, and instructional programs. This day offered students and their parents a tremendous opportunity to meet the IVC faculty, tour the campus, and see, first-hand, all that IVC has to offer. An evaluation survey was sent to those students who took advantage of the online registration.

#### **IVC Celebrating Excellence Foundation Awards Dinner**

On March 11, the IVC Foundation held its Celebrating Excellence Foundation Awards Dinner at the Discovery Cube Orange County. The funds raised will be used to support the programs and students at IVC. During the event, IVC President Glenn Roquemore and IVC Foundation President William "Bill" Hewitt welcomed attendees to the night honoring the exceptional contributions made to the college by students, faculty, community partners, administration, veteran students, classified staff and alumni, including: Saddleback Kiwanis as IVC's Community Award honoree and Tyrone Howard, PhD professor at UCLA as IVC's 2017 Alumnus of the Year. The college honorees included Administrator of the Year: Traci Fahimi, Dean, School of Social and Behavioral Sciences; Classified Staff: Tony Sidoti Lead Building Maintenance Worker; Student: Dawn Murphy; Veteran Student: Rachel Bartlett; and Faculty Member: Kari Tucker-McCorkhill, PhD, Psychology professor. IVC theatre students provided lively entertainment during the welcome reception and the IVC Jazz Quintet directed by Dan St. Marseille played music for guests during the dinner.

#### IVC Speech and Debate Team Wins League Championships in February

On February 24-26, the Speech and Debate Team competed in the Pacific Southwest Collegiate Forensics Association Spring Championship Tournament. Thirty-four community colleges and universities including Loyola Marymount and University of California, Los Angeles participated in the tournament held at California State University Long Beach. The tournament grants sweepstakes awards to the school with the highest number of combined points in novice, and the highest number of combined points overall. Despite the tough competition from other colleges and universities, the IVC Speech and Debate Team won both the first place overall sweepstakes award and the first place novice sweepstakes award.



TO: Members of the Board of Trustees

Dr. Debra L. Fitzsimons, Interim Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for March 27, 2017 Board of Trustees Meeting

#### **Accreditation Visit**

COLLEGE

The Association of Community Colleges and Junior Colleges (ACCJC) visiting team completed their on-campus review of Saddleback College and district and they gave Saddleback very high marks. In fact, Saddleback achieved the most successful accreditation results for the South Orange County Community College District in over 20 years. There has never been a prouder moment for us than when we were at the visiting team's Exit Session where Dr. Cynthia Azari, Visiting Team Chair and President of Oxnard College, stated to a packed room of over 150 students, faculty, staff, management, and trustees: "I want to thank everyone for your warmth, hospitality, and willingness to provide additional information even though you prepared an incredible Institutional Self-Evaluation Report. You also provided detailed evidence and were very responsive." She further stated: "The team evaluates and looks at the college as a whole and attended conservatively 170 meetings, met with over 350 people, and held two open sessions. The team had a wonderful visit!"

Dr. Azari also stated that the team had nine commendations for the college and district. While each of the commendations is impressive, we should be truly humbled by one of their commendations that said:

"The team commends the college for its student centered approach to learning and student services. There is an enthusiastic collegial spirit and a commitment to student success exhibited by faculty, staff, and management throughout the college. The college has demonstrated that it has a student centric culture that is integrated within each and every area of the college. Faculty, staff, management, and program areas work in concert to provide students with a consistent structure of support, recognition, and inclusion."

This commendation says it all about Saddleback, and perfectly describes our incredible students, faculty, staff, management, and community. For eight years our college has worked collaboratively and tirelessly to shed the problems of the past, and create a new culture where students come first and together we strive for excellence in all that we do. This single commendation confirmed this fact, and we owe our success to every one of our students, faculty, staff, and management.

As you know, our college began preparing for the accreditation self-evaluation in spring 2015, and throughout the entire process we have taken measures to ensure that the voices of all constituent groups were heard and the college community focused on accreditation. While hundreds of faculty, staff, management, students, and community members contributed to our self-evaluation report, a few dozen people worked tirelessly over the past two years. Our college community greatly appreciates the tremendous contributions and sacrifices made by these individuals who helped ensure a successful accreditation effort. The following students, faculty, staff, and management nobly served on our Accreditation Steering Committee and four Accreditation Standard Committees:

Accreditation Steering Committee: Juan Avalos (Tri-Chair and Accreditation Liaison Officer), Bob Cosgrove (Tri-Chair), Craig Connor (Tri-Chair), Marina Aminy, Ken Brady, Tod Burnett, Claire Cesareo, Kim d'Arcy, Scott Ferguson-Greene, Suki Fisher, Debra Fitzsimons, Tere Fluegeman, Pedram Heidarpour, Carol Hilton, Denice Inciong, Ashley Kinder, Jennifer Klein, Jenny Langrell, Roxanne Metz, Donnie Mineo, Brett Myhren, Diane Pestolesi, Amanda Ruud, Anthony Teng, and Kathy Werle.

Standard I: Diane Pestolesi (Co-Chair), Ken Brady (Co-Chair), April Boyd, Estella Castillo-Garrison, Bruce Gilman, Georgina Guy, Christina Hinkle, Paula Jacobs, Jennifer Klein, Heidi Ochoa, Patricia McGinley, Kim Stankovich, Kendralyn Webber, and Cadence Wynter.

Standard II: Suki Fisher (Co-Chair), Jenny Langrell (Co-Chair), Khaver Akhter, Chris Alvarado, Marina Aminy, Kim Branch-Stewart, Ann Marie Breslin, Hollis Casey, Rick Chan, Brian Denney, Bruce Gilman, Jennifer Hedgecock, Christina Hinkle, Leslie Humphrey-Quirk, John Jaramillo, Rei Kamio, Ardith Lynch, Maria Mayenzet, Janet Miller, Vivian Nguyen, Heidi Ochoa, Kevin O'Connor, Donna Rane-Szostak, Parya Sadeghifard, Carolyn Seaman, Valerie Senior, Penny Skaff, and Cora Swanson.

Standard III: Roxanne Metz (Chair), Catherine Arreguin, Robert Bramucci, David Bugay, Eugene Evancoe, Denice Inciong, Michael James, Ashley Kinder, Anthony Maciel, Jennie McCue, Bart McHenry, Vincent Pollizzi, Deborah Snyder, and Shouka Torabi.

Standard IV: Tony Teng (Co-Chair), Ken Brady (Co-Chair), Erlynne Ballo, Claire Cesareo, Kim D'Arcy, Tere Fluegeman, Lucy Hendrix, Denice Inciong, Jan Mastrangelo, Sophie Miller-Gilliland, John Ozurovich, Mike Sauter, Blake Stephens, and Dan Walsh.

There were dozens of additional people who supported our accreditation process and committees and we thank them all, but there were a few staff who made significant contributions including Ryan Brook, Donna Pribyl, Rob Hartman, and Leanne Bean. Finally, a special thanks to Sophie Miller-Gilliland who spent weeks working with the visiting team, college, and district services to facilitate a successful accreditation visit.

Lastly, we thank our peers on the ACCJC visiting team who helped our college and district improve with their conscientious, professional, and productive insights: Dr. Cynthia Azari (President, Oxnard College), Karla Banks (Executive Assistant to the President, Oxnard College), Dr. Albert Alt (Vice President of College Administrative Services, Modesto Junior College),

Elizabeth Kronbeck (Professor of History/Ethnic Studies, Glendale Community College), Marlena Montague (Assistant Director for Assessment, Institutional Effectiveness and Research, Guam Community College), Daniel Pittaway (Instructor/Student Success Coordinator, Coastline Community College), Nick Real (Instructional Dean - Technology Division, Cerritos College), Rojelio Vasquez (Interim Vice President of Student Services, Fresno City College), Dr. Daniel Walden (Vice President of Academic Affairs, Los Angeles City College), and Dr. Melinda Womack (Professor of Communication, Santiago Canyon College). We sincerely enjoyed getting to know each of the team members and Saddleback will forever be grateful to them.

#### Saddleback College Foundation to Host Gala, Announces Alumna of the Year

The Saddleback College Foundation Gala will be held on Saturday, April 1st, at the Ritz-Carlton Laguna Niguel. The gala will feature a silent auction, gourmet dinner, and music by the Saddleback College Jazz Ensemble.

The event will honor Dr. Burnett upon his retirement from Saddleback College. Also being recognized is the 2017 Saddleback College Alumna of the Year, Dr. Heather C. Allen, professor in the department of chemistry and biochemistry and in the department of pathology at The Ohio State University.

Top Gala Sponsors included: Valedictorian: Saddleback College Emeritus Institute; Scholar – Neudesic, LLC; Alumni – Tod A. Burnett, Ed. D.; Cardinal and Gold – Angels for the Arts. Capata & Co. – CPAS, Anthony and Carie Ferry, Janet and Michael Hamilton, Irvine Valley College and the Irvine Valley College Foundation and John Williams; Academic – Cox Communications, HUB International – Jeffrey Terry – Dr. Donald and Sandra Rickner and Schools First Credit Union.

#### #UseYourVoice: Understanding the First Amendment in the 21st Century

The #UseYourVoice series presented by the Saddleback College Associated Student Government, the Pre-Law Society, Academic Senate, Classified Senate, and Dr. Burnett have received a good turnout at the three events held so far. Topics covered included First Amendment in the Digital Age, Videotaping and the 'Gotcha', and Protected Speech: What Does and Doesn't Violate our Campus Policies. The final event, Free Speech vs. Academic Freedom, will be held on Tuesday, March 28 with featured speaker Erwin Chemerinsky, UCI Law School founding dean.

#### **South Orange County Economic Report Luncheon**

The third annual Economic Report luncheon hosted by Saddleback College and the South Orange County Economic Coalition was held on Friday, March 10 at Saddleback College. More than 250 guests were on hand to learn about the region's economic indicators, education, wages, housing, and more all outlined in a report created by Tony Teng, Dean of Advanced Technology and Applied Science. The OC Register was on hand to report on the annual event: http://www.ocregister.com/articles/report-746269-county-population.html

#### Saddleback College Athletics Announces Honor Roll

The Saddleback College athletic department was pleased to announce that 165 of the college's 356 student-athletes were named to the Athletic Honor Roll after grades were posted for the

Fall 2016 semester, including 25 student-athletes with a perfect 4.00 grade point average. Former Saddleback College soccer play Danielle Scelsi was also announced as the California Community College Athletic Association's top female scholar-athlete for the 2015-16 academic year. She was selected as the top female scholar-athlete out of nearly 26,000 student-athletes participating throughout the CCCAA. Former basketball player Luke Jarvis was also picked by the CCCAA to be one of nine scholar-athletes on the CCCAA State Honor Roll.

The 165 student-athletes on the honor roll this past fall represent over 46 percent of the student-athletes at Saddleback College this year. This is a four percent increase over the Fall 2015 term and the 165 student-athletes is the largest number to ever be included on the Athletic Honor Roll. In order to make the honor roll, student-athletes must have passed at least 12 units during the Fall 2016 semester with a 3.00 GPA or higher.

In addition to the honor roll list, seven of the college's 10 fall semester athletic teams posted an overall team grade point average of 3.0 or higher and will be nominated for Orange Empire Conference and California Community College Athletic Association (CCCAA) scholar-team awards.

The men's basketball team posted its highest team GPA ever, leading all fall semester teams with a 3.37 GPA. Women's cross country (3.36) and men's cross country (3.21) each eclipsed the 3.0 mark for the third consecutive year. The women's volleyball team (3.17) surpassed the 3.0 mark for the first time in seven years. Women's soccer (3.14) has reached the target in three of the past four years while women's golf (3.13) surpassed the mark for the fourth straight year. Women's water polo (3.01) achieved scholar-team status for the sixth time in seven years.

#### **Senior Day**

Hundreds of high school seniors attended Senior Day at Saddleback College on Thursday, March 16^h. Campus tours, workshops on transfer opportunities and financial aid, and information on the college's academic and student support programs was provided at the festive event.

#### Office of Instruction

Fine Arts and Media Technology

March was another busy month for performances in the Division of Fine Arts & Media Technology. On Thursday, March 2nd, the Music Department hosted its 4th annual vocal competition, Saddleback Star, where 12 contestants performed and the audience voted the winner. Saddleback student Emma Chassey received the \$500 prize. New this year was a Food and Drink Festival and pre-show entertainment with food and beverages from local restaurants preceding the vocal competition at 6:00 p.m. Proceeds went toward student scholarships. On Friday, March 3rd, speech students entertained an attentive audience of mostly students in the McKinney Theatre with their annual Speech and Debate Showcase where they performed reader's theatre and speeches. The Department of Theatre Arts' production of *The Ash Girl* was held in the intimate Studio Theatre on March 3rd through the 12th to sold-out audiences. On Sunday, March 5th a recital was presented by touring trumpet virtuoso Louis Menchaca with piano accompaniment by Scott Farthing and piano selections performed by Kirill Gliadkovsky.

On Monday, March 6th in the McKinney Theatre, the Jazz Lab featured a world premiere composition by guitar student Rymmy Andre along with the vocal talents of Brooke Dickson. On Friday, March 10th, the Wind Ensemble, conducted by Yorgos Kouritas, performed some of the most popular pieces written for Wind Ensemble. On Saturday, March 11th, the Saddleback College Symphony Orchestra, under the direction of Yorgos Kouritas, presented Concerto Gala Catch a Rising Star featuring the winners of the Music Teachers Association of Concerto Competition. The Saddleback College Art Gallery continued its faculty exhibition through March 16th with a Saturday showing on March 11th. On Monday, March 13th Jazz Studies presented New York jazz quartet Endangered Blood to an enthusiastic jazz audience. On Thursday, March 16th, Theatre Arts presented a stage reading of the world premiere of Tumbledown by Poet/Playwright Red Shuttleworth. The Angels hosted a reception to meet the playwright and English writing students competed in a poetry contest judged by Shuttleworth. A poetry reading took place along with a book signing of Shuttleworth's award-winning poetry book, Woe to the Land Shadowing. On Friday, March 17th, the Saddleback Big Band brought back their Big Band Swing Thing to the McKinney Theatre. And rounding out the busy month of events, on Sunday, March 19th in the McKinney Theatre, A Choral Romp through the Renaissance and Right Now was presented by the Saddleback College Community Chorale and Chamber Singers. A world premiere choral composition of Ave Maria by Norman Weston was well received.