



Meeting of the Board of Trustees

June 26, 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).) (8 matters)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(5 matters)
 - B. Public Employee Employment (Government Code Section 54957(b).)(3 matters)
 - 1. Interim Chancellor
 - 2. Custodian, Saddleback College
 - 3. Program Outreach Specialist, Saddleback College
- 1.4 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1) (7 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 Barbara Jay

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

- 2.4 **Swearing In: Student Trustee Jordan J. Larson**
Oath of Office to be administered by Board President Tim Jemal

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

4.0 **DISCUSSION ITEMS**

- 4.1 **SOCCCD: Basic Aid Allocation Recommendation FY 2017-2018**
Presented to the board for information and discussion prior to approving the basic aid recommendations as part of the FY 2017-2018 Tentative Budget.

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 May 15, 2017 and Special Board Meeting held on May 23, 2017.
- 5.2 **Irvine Valley College: Community Education, Summer 2017**
Approve Summer 2017 Community Education courses, presenters and compensation.
- 5.3 **SOCCCD: Irvine Valley College Campus Safety Building Backup Generator Project, Notice of Completion, AMTEK Construction**
Authorize filing the Notice of Completion for the Irvine Valley College Campus Safety Building Backup Generator project to AMTEK Construction for a final

contract amount of \$359,909.38.

- 5.4 **SOCCCD: Irvine Valley College New Dance Floor Project Construction Services Agreement, Award of Bid No. 339, SS+K Contractors, DBA SS&K Contractors**
Award Bid No. 339, Irvine Valley College New Dance Floor project and approve the construction services agreement with SS+K Contractors, DBA SS&K Contractors of Woodland Hills, CA in the amount of \$170,000 effective June 26, 2017.
- 5.5 **SOCCCD: Irvine Valley College Monument Signs Replacement Project Construction Services Agreement, Award of Bid No. 337, SS+K Contractors, DBA SS&K Contractors**
Award Bid No. 337, Irvine Valley College Monument Signs Replacement project and approve the construction services agreement with SS+K Contractors, DBA SS&K Contractors, in the amount of \$344,500 effective June 26, 2017.
- 5.6 **SOCCCD: Irvine Valley College, Monument Signs Replacement Project Construction Services Agreement, Substitution of Subcontractor, Machan Sign Company, Inc.**
Approve the removal of Machan Sign Company, Inc. as subcontractor and its substitution by Carey Sign Corporation as subcontractor, on the Monument Signs Replacement project at Irvine Valley College.
- 5.7 **SOCCCD: Irvine Valley College Performing Arts Center (PAC) Waterproofing Project Construction Services Agreement, Award of Bid No. 336, Painting & Décor, Inc.**
Approve award Bid No. 336, Irvine Valley College Performing Arts Center (PAC) Waterproofing project and approve the construction services agreement with Painting & Décor, Inc., in the amount of \$357,900 effective July 10, 2017.
- 5.8 **Saddleback College and Irvine Valley College: Community Education Fall 2017**
Approve Fall 2017 Community Education courses, presenters, and compensation.
- 5.9 **Saddleback College: New and Revised Curriculum for the 2016-17, 2017-18, and 2018-19 Academic Year**
Approve proposed curriculum changes for the 2016-17, 2017-18, and 2018-19 academic years at Saddleback College.
- 5.10 **SOCCCD: Saddleback College Janitorial Supplies, Renewal of Bid No. 337D**
Approve renewal of Bid No. 337D, Janitorial Supplies to the vendors listed for one additional year beginning July 1, 2017 thru June 30, 2018.
- 5.11 **SOCCCD: Saddleback College Construction Superintendent Services**

Agreement, Amendment No. 1, MEW Consulting Services

Approve Amendment No. 1 of the Saddleback College Construction Superintendent Services agreement with MEW Consulting Services for the first year of the two one-year extensions, beginning July 1, 2017 and ending June 30, 2018, for an annual amount not to exceed \$202,200 and a new contract value of \$404,400.

5.12 SOCCCD: Saddleback College Cafeteria Operation and Satellite Coffee Cart Services Agreement, Award of Bid 2062, The Drip Coffee, Inc.

Approve the agreement with The Drip Coffee, Inc. for Satellite Coffee Cart Services at Saddleback College for a two year term with three one year extensions, from July 1, 2017 to June 30, 2019. This is a revenue generating contract with benefits provided to the college of approximately \$26,000 annually, which is consistent with last year.

5.13 SOCCCD: ATEP Design Manual Consultant Services, Richard Berliner Architect, Inc. dba Berliner Architects

Approve an agreement with Richard Berliner Architect, Inc. dba Berliner Architects to provide Design Guidelines Consultant Services at ATEP for a not to exceed amount of \$195,000 from July 10, 2017 to January 10, 2018.

5.14 SOCCCD: ATEP Site Project Development Services, Amendment No. 2 to Development Services Agreement, HCTD, LLC

Approve Amendment No. 2 to the Development Services Agreement with HCTD, LLC for ATEP project development services in the annual amount of approximately \$334,500 from June 27, 2017 to June 26, 2022.

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.

5.16 SOCCCD: Trustees' Requests for Attending Conferences

Approve trustees' requests for attending conference(s).

5.17 SOCCCD: Agreement for Specialized Legal Services, Parker & Covert, LLP

Approve the agreement with Parker & Covert, LLP for specialized legal services on an as needed basis increasing their rate for professional services effective July 1, 2017 through June 30, 2019.

5.18 SOCCCD: District-wide Technology Consultant for Capital Construction Services Agreement, Award of Bid 351D, P2S Engineering, Inc.

Approve the District-wide Technology Consultant for Capital Construction Services Agreement award of Bid 351D, with P2S Engineering, Inc. for a Phase 1 total not to exceed \$62,812 and a Phase 2 total evaluated on a project by project bases and fees in alignment with the Agreement's hourly rates beginning June 27, 2017.

- 5.19 **SOCCCD: District-wide Air Blown Fiber Project, Notice of Completion, T and D Communications, Inc.**
Authorize filing the Notice of Completion for the District-wide Air Blown Fiber project to T and D Communications, Inc., with a final contract amount of \$723,438.51.
- 5.20 **SOCCCD: District-wide Cisco Smartnet Support Renewal, NASPO Contract No. CA 7-14-70-4, PCM-G**
Approve the use of the listed NASPO Contract No. CA 7-14-70-4 for district-wide Cisco Smartnet Support renewal using PCM-G as the approved authorized reseller for an amount not to exceed \$250,000 from July 1, 2017 to June 30, 2018.
- 5.21 **SOCCCD: Office Products and Supplies, Office Products CB15-016, Office Depot, Inc.**
Approve the agreement with Office Depot, Inc. for the purchase of office products and supplies, pursuant to the Foundation for California Community Colleges Administrative Services Agreement, Office Products CB15-016, for the term of the agreement which ends October 31, 2018.
- 5.22 **SOCCCD: IT Consulting Services Related to Workday System, Amendment No. 1, EdgeRock Technologies, LLC**
The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHBIT A) to the agreement for IT Consulting Services related to Workday and Workday related applications with EdgeRock Technologies, LLC in an amount of \$161,280, for a revised contract total not to exceed \$202,240, from July 1, 2017 to June 30, 2018.
- 5.23 **SOCCCD: Agreement for Technology Project Analysis and Project Management Services, I3 Solutions**
Approve the agreement for IT for technology project analysis and project management with I3 Solutions for an amount not to exceed \$156,000 from July 1, 2017 to June 30, 2018.
- 5.24 **SOCCCD: Agreement for Information Technology Services, JB Technology Consulting, LLC**
Approve the agreement for information technology services with JB Technology Consulting, LLC for an amount not to exceed \$190,000 from July 1, 2017 to June 30, 2018.
- 5.25 **SOCCCD: Budget Amendment: Adopt Resolution No. 17-16 to Amend FY 2016-2017 Adopted Budget**
Adopt Resolution No. 17-16 to amend the FY 2016-2017 Adopted Budget.
- 5.26 **SOCCCD: Transfer of Budget Appropriations**
Ratify the Transfer of Budget Appropriations.

- 5.27 **SOCCCD: March - May 2017 Change Orders/ Amendments**
Ratify the change orders and amendments as listed.
- 5.28 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.
- 5.29 **SOCCCD: May 2017 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: FY 2017-2018 Tentative Budget**
Approve the FY 2017-2018 Tentative Budget as presented.
- 6.2 **SOCCCD: 2018-2019 Academic Calendar**
Approve the proposed Academic Calendar for 2018-2019.
- 6.3 **SOCCCD: Programming Collaboration Agreement between California State University, Northridge (KCSN) and SOCCCD (KSBR)**
Approve the Programming Collaboration Agreement between SOCCCD (KSBR) and California State University, Northridge (KCSN) for the term starting July 1, 2017 through June 30, 2022, and authorize the Chancellor to negotiate the agreement and make necessary changes to consummate the transactions contemplated by the agreements.
- 6.4 **SOCCCD: Saddleback College Baseball Field Bleacher Replacement Project, Award of Bid No. 2066, Patriot Contracting and Engineering**
Award Bid No. 2066, Saddleback College Baseball Field Bleacher Replacement project and approve the construction services agreement with Patriot Contracting and Engineering, in the amount of \$1,293,000 starting June 27, 2017.
- 6.5 **SOCCCD: Saddleback College and Irvine Valley College Bookstore Operations Services Agreement, Award of Bid 348D, Follett Higher Education Group, Inc.**
Award Bid No. 348D, Bookstore Operations Services at Saddleback College and Irvine Valley College, and approve the agreement with Follett Higher Education Group, Inc. in the approximate amount of \$1,060,000 annual revenue from July 1, 2017 to June 30, 2022.
- 6.6 **Modular Wall Systems, Foundation for California Community Colleges, Agreement No. CB-212-17, DIRT Environmental Solutions, Inc.**
Approve the agreement with DIRT Environmental Solutions, Inc. for the purchase of modular wall systems, pursuant to the Foundation of California Community Colleges Administrative Services Agreement No. CB-212-17, with annual expenditures not to exceed \$500,000 for the term of the agreement which ends June 30, 2018.

- 6.7 **SOCCCD: Agreement for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) Approved Portable Buildings, SSPU No. 40-90/2016-17, Elite Modular Leasing and Sales, Inc.**
Approve the agreement with Elite Modular Leasing and Sales, Inc. for the purchase, lease, relocation, dismantling, and removal of Division of the State Architect (DSA) approved portable buildings, pursuant to the Savanna School District, SSPU No. 40-90/2016-17, with annual expenditures not to exceed \$500,000 for the term of the agreement which ends January 16, 2022.
- 6.8 **SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreement, Amendment No. 3 with Advance Beauty College, Amendment No. 2 with New America Beauty Education Corp., DBA Hair California Beauty Academy, and Amendment No. 2 with Saddleback Beauty Academy**
Approve Amendment No. 3 with Advance Beauty College, Amendment No. 2 with New America Beauty Education Corp., DBA Hair California Beauty Academy, and Amendment No. 2 with Saddleback Beauty Academy to renew the Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for the term from July 1, 2017 to June 30, 2018.
- 6.9 **SOCCCD: Saddleback College, Cafeteria and Catering Services Agreement, S&B Foods**
Approve the agreement with S&B Foods for Cafeteria and Catering Services at the Saddleback College for a two year agreement with three one year extensions in the amount of \$48,000 annual estimated revenue from July 1, 2017 to June 30, 2019.
- 6.10 **SOCCCD: Copier Equipment and Related Devices, Agreement No. CB13-012, Xerox Corporation**
Approve the agreement with Xerox Corporation for the purchase, lease of copiers, and services, pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB13-012, with annual expenditures not exceed \$600,000 for the term of the agreement which ends September 30, 2018.
- 6.11 **SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Renovation Project; Explore Option 3, New Building Including Added Square Footage for Growth**
Approve staff to further explore option three for a new Saddleback College Advanced Technology and Applied Science building including added square footage for growth and to support staff action to address associated adjustments to the Program Environmental Impact Report for the 2011 Facilities Master Plan.
- 6.12 **SOCCCD: Board Policy Revision: BP-2102 Recognition of United States and California Flags, BP-3400 Vandalism, BP-3420 Local Law Enforcement, BP-3950 Unmanned Aircraft Systems, BP-4011.3 Hiring**

Policy for Classified Staff, BP-5614 Withholding of Student Records, BP-5620 College Level Examination Program (CLEP)

Accept board policies for review and study.

- 6.13 **SOCCCD: Academic Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Extension of Administrative Temporary Assignment, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.
- 6.14 **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, Reclassification, Change of Status, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.15 **SOCCCD: Sabbatical Leave Rescindment**
Approve rescindment of approval of sabbatical leave for Spring 2018 for one faculty member.
- 6.16 **SOCCCD: Employment Agreement – Dr. Debra L. Fitzsimons, Interim Chancellor**
Approve the contract of Dr. Debra L. Fitzsimons to serve as Interim Chancellor, effective July 1, 2017 through June 30, 2018.

7.0 REPORTS

- 7.1 **Saddleback College and Irvine Valley College: Annual Accreditation Reports**
Annual accreditation reports for the Accrediting Commission for Community and Junior Colleges
- 7.2 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.3 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**
None
- 7.4 **SOCCCD: List of Board Requested Reports**
Status of board requested reports from the South Orange County Community College District Board of Trustees.
- 7.5 **SOCCCD: CCCT Student Trustee Member Election – 2017**
CCCT Student Trustee Member Election Information.

- 7.6 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.7 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.8 **SOCCCD: Monthly Financial Status Report**
Report for the period ending May 31, 2017.
- 7.9 **SOCCCD: OPEB Trust**
Report for the periods ending April 30, 2017 and May 31, 2017.
- 7.10 **SOCCCD: Purchasing and Contracts Department Update**
Report on department updates.

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.

Chancellor and College Presidents written reports are included for information.

Speakers are limited to two minutes each.

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

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Basic Aid Allocation Recommendation FY 2017-2018

ACTION: Discussion and Information

BACKGROUND

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

STATUS

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

The recommendations from BAARC to the interim chancellor are attached with a total recommended amount to be funded of \$68,146,784. The reserve for unrealized tax collections totals \$12,672,462 equals the 20% contingency required in BP 3110 and AR 3110. This item is presented to the board for information and discussion prior to approving the basic aid recommendations as part of the FY 2017-2018 Tentative Budget (EXHIBIT B).

Recommendations by BAARC for Basic Aid Funding for FY 2017-2018

Attached are the Basic Aid Allocation Recommendation Committee's (BAARC's) recommendations for the following items to be funded from Basic Aid:

Long Term Obligations and Fixed Expenses	\$17,360,000
Capital Projects	
○ Capital Projects- Priorities FY 2017-2018	\$32,349,584
○ Capital Projects-Special Project Support	\$5,000,000
Scheduled Maintenance and Small Renovation Projects	
○ Scheduled Maintenance Projects- Priorities	\$0
○ Renovation and Other Facilities Related Projects	\$3,500,000
District-wide Technology Priority Projects FY 2017-2018	\$9,937,200
ATEP Site Operations	<u>TBD</u>
Total BAARC Recommendation	\$68,146,784
Basic Aid Funds Available	<u>\$68,932,371</u>
Unallocated Balance (to remain in basic aid fund)	\$785,587
Contingency for Unrealized Tax Collections (20%)	\$12,963,094

BAARC completed its work following BP 3110 and AR 3110 in which planning drove the basic aid budget recommendations. The Capital Improvement Committee (CIC) and District Technology Committee (DTC) made funding priority recommendations to BAARC based on District-wide plans including the Education and Facilities Master Plan, 5 Year Construction Plan, Scheduled Maintenance Plan, and District-wide Technology Plan. The District-wide Strategic Plan, college strategic plans, and college technology plans were also utilized to support CIC and DTC's recommendations to BAARC. Their recommendations to BAARC honored and supported the college and district priority setting that took place through their respective participatory governance groups.

One of the first steps delineated within the BAARC process was to project the available funding using a conservative estimate for property tax and student fee income. The acting vice chancellor of business services developed a conservative determination of basic aid allocation amounts including funds returned from completed projects and unspent funds from the prior year. The Total Amount Available for Allocation after allowing for a conservative 20% Contingency for Unrealized Tax Collections of \$12,963,094 is \$68,932,371.

The Long Term Obligations and Fixed Expenses allocation, which includes Legislative Advocacy of \$150,000, Retiree Benefits for the current year of \$4,610,000, and contributions to the Pension Rate Stabilization Program of \$12,600,000, total \$17,360,000. The Long Term Obligations and Fixed Expenses were subtracted from the Total Amount Available for Allocation to get the Net Amount Available for Allocation of \$51,572,371. This was the amount that BAARC was allowed to recommend for basic aid funding for the various areas such as capital projects, scheduled maintenance, and major technology initiatives outlined in the board policy and administrative regulation.

CIC submitted projects in categories of capital improvement, related special capital projects, and renovation and facilities related projects, so that priorities were clear and based on various potential available funding levels. DTC met with the interim chancellor and refined their process to meet the various technology needs district-wide. Both CIC and DTC recommendations are outlined in the attached report. The ATEP operations recommendation will be addressed at the Adopted Budget stage so further discussions can take place.

To balance the recommended priorities to the Net Amount Available for Allocation, BAARC considered multiple scenarios to close the gap of \$15,674,758 at their April 2, 2017 meeting. The committee ultimately recommended funding a combined total project amount of \$68,146,784 inclusive of long term obligations. In order to balance, reduced match funding for the CIC Capital Projects for 1) the Saddleback College Gateway project and 2) Irvine Valley College Fine Arts Building were reduced by \$8,594,680 for each project. Next year, this will be the first funding priority to ensure the match is fully funded.

BAARC understands that this is a recommendation to the interim chancellor and that after conferring with the presidents, some adjustments may be made by the interim chancellor to this recommendation prior to it going to the Board of Trustees for information, discussion, and board input. We ask that if any adjustments are made, that BAARC be provided the adjustments. After the interim chancellor's final review and approval, a report to the board regarding the final basic aid recommendations will be presented to the Board of Trustees at the June 22, 2017 meeting. The recommendations will also be incorporated into the Tentative Budget for FY 2017-2018 at the June 22, 2017 Board Meeting.

The recommendation to the interim chancellor in this report was made with consensus by BAARC with no dissenting votes. The recommendations honors the planning processes that occurred both District-wide and at the college level throughout the year and is fully supportive of the recommendations that came out of the planning committees of CIC and DTC. The information will be presented to the presidents, interim chancellor, and Board of Trustees. Please let us know if you have any questions regarding the process or recommendations, as we would be happy to provide additional detailed information.

cc: BAARC, CIC, and DTC members
Presidents and Vice Chancellors

**South Orange County CCD
Determination of Basic Aid Allocation Amounts
Fiscal Year 2017-2018**

	FY 2014-2015 Actual	FY 2015-2016 Actual	FY 2016-2017 Projected	FY 2016-2017 Actual	FY 2017-2018 Projected
Property Tax Revenue ¹	173,752,889	186,357,372	191,725,000	193,974,000	201,234,000
Net Student Fee Revenue	16,240,301	16,147,867	16,000,000	16,000,000	16,000,000
Interest on Property Taxes	32,918	62,623	30,000	30,000	30,000
Total Revenues	190,026,108	202,567,862	207,755,000	210,004,000	217,264,000
PY DRAC Allocation Adjustment	-	-	-	-	-
DRAC Model Allocation	(138,366,683)	(149,894,914)	(149,244,052)	(149,244,052)	(152,448,531)
Total Property Taxes for Basic Aid	51,659,425	52,672,948	58,510,948	60,759,948	64,815,469
Contingency for Unrealized Tax Coll (20%)	(8,291,463)	(8,953,817)	(11,702,190)	(11,702,190)	(12,963,094)
Net Amount Property Taxes for Basic Aid	43,367,962	43,719,131	46,808,758	49,057,758	51,852,375
Prior Year Contingency	7,853,846	8,291,463	8,953,817	8,953,817	11,702,190
Unallocated Prior Year Funds	10,737,725	16,652,953	7,276,155	7,276,155	5,377,806
Basic Aid Project Funds Returned	1,956,810	13,804,462		965,527	
Total Basic Aid Funds Available	63,916,343	82,468,009	63,038,730	66,253,257	68,932,371
Long Term Obligations and Fixed Exp ²	(575,000)	(3,825,000)	(24,625,000)	(24,625,000)	(17,360,000)
Allocation for Basic Aid Projects	(46,688,390)	(56,866,855)	(3,306,432)	(3,306,432)	
Additional Allocation ³	-	(14,500,000)	(32,944,019)	(32,944,019)	
Allocation for Unfunded OPEB Liability	-		-	-	-
Net Amount Available for BAARC Allocation	16,652,953	7,276,155	2,163,279	5,377,806	51,572,371

Notes: ¹ Per BP 3110 and AR 3110, Property Taxes are based on conservative estimates

² Projection for FY 2017-2018

Retiree Benefits Current Year - On-Going	4,610,000
Legislative Advocacy	150,000
Insurance Fund for Deductibles	-
Trustee Election	-
Pension Rate Stabilization Program	12,600,000
TOTAL	17,360,000

³ Adopted Budget Allocations

Capital and Scheduled Maintenance Project Priorities-FY 2017-2018		
Recommendation to BAARC based on 3.15.17 CIC Meeting and 4.7.17 BAARC meeting- Version 3		
Capital Projects (Identified in the EFMP)		Recommended Basic Aid Funding
SC	Fine Arts HVAC Interior Improvements	\$350,000
IVC	IVC ATEP Building	\$1,100,000
SC	Gateway Building	\$16,832,003
IVC	Fine Arts Building	\$12,932,581
IVC	Health Center/Concessions	\$402,000
IVC	Irvine Valley College - New Parking Lot Phase IA-Solar Shade	\$733,000
Subtotal for Capital Projects		\$32,349,584
Capital Projects-Special Projects that support Capital Projects & Capital Planning		Recommended Basic Aid Funding
District Wide	Capital Improvement Needs-Planning, Specialists, Legal Support	\$5,000,000
Subtotal for Special Projects		\$5,000,000
Scheduled Maintenance and Renovation Projects		Recommended Basic Aid Funding
District wide	Scheduled Maintenance Projects	\$0
District wide	Renovation and Other Facilities Related Projects	\$3,500,000
Subtotal for Scheduled Maint and Renovation Projects		\$3,500,000
Total - CIC Recommendation FY 2017-2018		\$40,849,584
Other - IVC ATEP Site Operations		TBD
IT Projects (DTC Recommendation FY 2017-2018)		\$0
Subtotal CIC and Other recommendations to BAARC		\$40,849,584
Long Term Obligations		\$0
Total		\$40,849,584

Recommendation regarding funding will follow, so this sheet is anticipated to be revised before the Basic Aid Recommendations are finalized.

Capital Projects (Based on EFMP) FY 2017-2018 - Projects under consideration for Basic Aid Funding Allocations - version 2, 3.15.17

V1											
		d	e	f	g	h	i	j	k	l	m
2017 Priority	Capital Projects	FY 2014-2015 Project Budget Estimates	FY 2015-2016 Project Budget Estimates	FY 2016-2017 Project Budget Estimates	FY 2017-2018 Project Budget Estimates	Basic Aid Funding Assigned	Recommended by CIC to BAARC FY 2017-2018 Basic Aid Funding	potential FY 2018-2019 Basic Aid Funding	potential FY 2019-2020 Basic Aid Funding	potential FY 2020-2021 Basic Aid Funding	Future Basic Aid Consideration
-	Saddleback College-Sciences Building; augmented		67,538,000	\$67,538,000	\$67,538,000	\$67,538,000	\$0	\$0	\$0	\$0	\$0
-	Saddleback College - Fine Arts HVAC, Interior Improvements	\$0	\$7,700,000	\$9,800,000	\$10,150,000	\$9,800,000	\$350,000	\$0	\$0	\$0	\$0
	Major Renovation to 5YP Project Escalation Negotiated Project Changes		\$7,700,000	\$2,100,000	\$350,000						
2	Saddleback College - ATAS Renovation	\$17,435,000	\$17,435,000	\$20,545,000	\$21,984,000	\$20,545,000	\$0	\$1,439,000	\$0	\$0	\$0
	Original Project Budget Scope change estimate, approved via EFMP Approval Process CD Estimate Adjustment, Electronic Locks, IT Scope Two year escalation to mid point of construction Technical Spec updates, 3rd party Cost review, Escalation Escalation	\$8,755,055 \$5,977,945 \$1,818,000 \$884,000		\$3,110,000	\$1,439,000						
3	Saddleback College - Stadium & Site Improvements ¹	\$14,530,000	\$39,525,000	\$39,525,000	\$39,525,000	\$39,525,000	\$0	\$0	\$0	\$0	\$0
	Project Budget Storm Drain Repairs Loop Road Repairs Demolition and Upper Quad Remodel (foot note?) Parking and Practice Fields Design Criteria Development Increase for Scope clarification during design, Site Improvements Increase for Scope clarification during design, Stadium Other Funding Source ²	\$1,500,000 \$3,442,000 \$1,000,000 \$7,638,000 \$950,000	\$62,230,000 \$7,945,000 \$17,050,000 \$22,705,000	\$62,230,000	\$62,230,000						
19	Saddleback College - Quad Landscape/ Hardscape Parking Renovation ¹	\$4,000,000	\$4,120,000	\$4,244,000	\$4,542,000	\$0	\$0	\$0	\$0	\$0	\$4,542,000
	Rough Order of Magnitude Estimate for Improvements Escalation Escalation Escalation	\$4,000,000	\$120,000	\$124,000	\$298,000						
4	Irvine Valley College - New ATEP Building	\$23,000,000	\$26,100,000	\$26,300,000	\$27,400,000	\$26,300,000	\$1,100,000	\$0	\$0	\$0	\$0
	Project Budget Rough Order of Magnitude Estimate for Project Estimated Parking Lot Budget CEQA Other Funding Source ² Acceleration fee	\$23,000,000	\$3,100,000	\$200,000	\$28,650,000 \$1,250,000 \$1,100,000						
11	Irvine Valley College - New Parking Lot Phase IA-Solar Shade	\$3,100,000	\$3,100,000	\$6,755,000	\$7,488,000	\$6,755,000	\$733,000	\$0	\$0	\$0	\$0
	Original Funding One year escalation to midpoint Add Solar Shade scope Escalation & Connector Road	\$90,000		\$155,000 \$3,500,000	\$733,000						

2017 Priority	Capital Projects	FY 2014-2015 Project Budget Estimates	FY 2015-2016 Project Budget Estimates	FY 2016-2017 Project Budget Estimates	FY 2017-2018 Project Budget Estimates	Basic Aid Funding Assigned	Recommended by CIC to BAARC FY 2017-2018 Basic Aid Funding	potential FY 2018-2019 Basic Aid Funding	potential FY 2019-2020 Basic Aid Funding	potential FY 2020-2021 Basic Aid Funding	Future Basic Aid Consideration
8	Saddleback College - Gateway Building ³	\$13,297,000	\$13,297,000	\$22,239,500	\$28,253,500	\$2,826,817	\$16,832,003				\$8,594,680
	Project budget	\$44,479,000	\$44,479,000	\$44,479,000	\$50,493,000						
	Less state funding	\$31,182,000	\$31,182,000	\$22,239,500							
	Net Basic Aid Funds Needed	\$13,297,000	\$13,297,000	\$22,239,500							
	Escalation				\$6,014,000						
9	Irvine Valley College - Fine Arts ³	\$11,170,000	\$11,170,000	\$18,878,000	\$23,982,000	\$2,454,739	\$12,932,581				\$8,594,680
	Project Budget	\$37,756,000	\$37,756,000	\$37,756,000	\$42,860,000						
	Less state funding	\$26,586,000	\$26,586,000	\$18,878,000							
	Net Basic Aid Funds Needed	\$11,170,000	\$11,170,000	\$18,878,000							
	Escalation				\$5,104,000						
10	Irvine Valley College - Health Center/ Concessions	\$400,000	\$5,600,000	\$5,738,000	\$7,002,000	\$5,738,000	\$402,000	\$862,000	\$0	\$0	\$0
	Project Budget		\$5,200,000								
	Planning Phase	\$400,000									
	Programming Budget Adjustment			\$138,000							
	FF&E				\$862,000						
	Escalation				\$402,000						
11	Irvine Valley College - Renovate B 300, 1st & 2nd	\$3,857,000	\$3,973,000	\$7,092,000	\$7,589,000	\$0	\$0	\$0	\$275,000	\$6,817,000	\$497,000
	Escalation	\$79,000									
	Equipment & Contingency	\$1,040,000									
	One year escalation to midpoint of construction	\$113,000	\$116,000								
	Project Budget			\$14,184,000							
	Less state funding			\$7,092,000							
	Net Basic Aid Funds Needed			\$7,092,000							
	Programming/ Planning Phase			\$275,000							
	Escalation				\$497,000						
12	Saddleback College Sciences Math Building Renovation	\$0	\$27,000,000	\$30,193,000	\$32,615,000	\$750,000	\$0	\$0	\$400,000	\$8,750,000	\$22,715,000
	Rough Order of Magnitude Estimate for Project		\$27,000,000	\$34,600,000	\$37,022,000						
	Less potential state funding			\$4,407,000							
	Programming/ Planning Phase			\$750,000							
	Escalation				\$2,422,000						
13	Saddleback College - New ATEP Buildings	\$23,000,000	\$23,000,000	\$30,266,250	\$32,385,000	\$0	\$0	\$0	\$0	\$400,000	\$31,985,000
	Rough Order of Magnitude Estimate for Project	\$23,000,000									
	Adjust to equivalent cost of ATEP IVC			\$5,425,000							
	One year escalation to midpoint of construction			\$1,441,250							
	Programming/ Planning Phase			\$400,000							
	Escalation				\$2,118,750						
7	Saddleback College Campus Village Offline ⁴	\$200,000	\$200,000	\$200,000	\$214,000	\$0	\$0	\$0	\$0	\$0	\$214,000
	Project Budget	\$200,000									
	Escalation				\$14,000						
14	Irvine Valley College - Renovate Soccer Fields			\$5,900,000	\$6,313,000	\$0	\$0	\$0	\$0	\$175,000	\$6,138,000
	Project Budget			\$5,725,000							
	Programming/ Planning Phase			\$175,000							
	Escalation				\$413,000						
15	Saddleback College - Student Service Renovation			\$12,578,000	\$14,463,500	\$0	\$0	\$0	\$0	\$0	\$14,463,500
	Rough Order of Magnitude Estimate for Project			\$25,157,000	\$27,042,000						
	Less potential state funding			\$12,578,500	\$13,521,000						
	State Escalation				\$1,885,000						

2017 Priority	Capital Projects	FY 2014-2015 Project Budget Estimates	FY 2015-2016 Project Budget Estimates	FY 2016-2017 Project Budget Estimates	FY 2017-2018 Project Budget Estimates	Basic Aid Funding Assigned	Recommended by CIC to BAARC FY 2017-2018 Basic Aid Funding	potential FY 2018-2019 Basic Aid Funding	potential FY 2019-2020 Basic Aid Funding	potential FY 2020-2021 Basic Aid Funding	Future Basic Aid Consideration
18	Irvine Valley College - New Parking Lot Phase II			\$1,900,000	\$2,033,000	\$0	\$0	\$0	\$1,900,000	\$0	\$133,000
20	Saddleback College - Fine Arts Building Renovation			\$29,000,000	\$31,030,000	\$0	\$0	\$0	\$0	\$0	\$31,030,000
21	Irvine Valley College - A-Quad Landscape/Hardscape Renovation			\$5,800,000	\$6,206,000	\$0	\$0	\$0	\$0	\$0	\$6,206,000
22	Irvine Valley College - A200 Renovation Success Center	\$5,550,000	\$5,677,000	\$5,848,000	\$6,258,000	\$0	\$0	\$0	\$0	\$0	\$6,258,000
	Rough Order of Magnitude Estimate for Project Equipment and contingency Escalation Escalation	\$4,700,000 \$850,000	\$166,000	\$171,000	\$410,000						
16	Irvine Valley College - Fine Arts Promenade landscape/ Hardscape			\$6,700,000	\$7,169,000	\$0	\$0	\$0	\$0	\$0	\$7,169,000
17	Saddleback College - Gateway Building Transit Entrance Plaza			\$470,000	\$502,900	\$0	\$0	\$0	\$470,000	\$0	\$32,900
23	Saddleback College - Science Math Plaza Renovation			\$2,900,000	\$3,103,000	\$0	\$0	\$0	\$0	\$0	\$3,103,000
24	Irvine Valley College - Campus Entrance Plaza Renovation			\$8,600,000	\$9,202,000	\$0	\$0	\$0	\$0	\$0	\$9,202,000
25	Saddleback College - Health Sciences Building Renovation			\$8,900,000	\$9,523,000	\$0	\$0	\$0	\$0	\$0	\$9,523,000
26	Saddleback College - Renovate Pedestrian Pathways-Arboretum Trail			\$3,100,000	\$3,317,000	\$0	\$0	\$0	\$0	\$0	\$3,317,000
27	Irvine Valley College - Auxiliary Gymnasium			\$17,500,000	\$18,725,000	\$0	\$0	\$0	\$0	\$0	\$18,725,000
	Total Requested	\$119,539,000	\$282,435,000	\$428,702,750	\$461,127,900	\$182,232,556	\$32,349,584	\$2,301,000	\$3,045,000	\$16,142,000	\$225,057,760
	Note 1: Stadium and Site Improvement project combined, Quad and Parking separated Note 2: Other Funding sources included for SC Stadium: RDA & Lease Income and for IVC ATEP Building RDA Note 3: The district has committed to matching state funding. Note 4: This removes Village after TAS Reno and reduces space from our inventory. Note 5: All future projects reflect a 7% escalation for 2017 recommendation.										

PROJECT: Planning, Technical, Specialty, and Legal Consultants to support Capital Program-FY 2017-2018		
Description	COMMENTS	2017-18 Budget Requested
FPP, IPP, 5 Year Plans	At this time, it is not known if a new series of documents or a roll over will suffice for next years FPP, IPP process.	0
DSA Close Out	In previous years, projects were not closed out with DSA and must be. No project budget is assigned to address these outstanding issues. Staff estimates that there are seventeen projects between IVC and Saddleback. Dollars include fees for consultant to pursue close out, engineers to sign off on unsigned documents, additional fees required at DSA	0
Design/Build Specialty Consultant	Design Build is delivery method not previously used by the District and will require experts to advise the district in contracts, timing, associated documents such as performance specifications, building information specifications, surveys, etc.	0
DSA Inspector, Engineering and PM Services	On-Site DSA inspection, engineering, and PM services. Better oversight and project management services for projects will be provided. This amount is for year one transitional purposes for project budgets already previously budgeted that may not be able to absorb this cost and will only be used if needed. For all new projects, these services are incorporated into the total project budget.	565,000
Legal Counsel for facilities related issues, environmental, etc.	Construction projects result in need for legal counsel for a number of reasons. Examples include Design Build, review of contract documents, claims avoidance, addressing surety take over, and environmental issues, storm drain	55,000
ATEP Site Development (Pre-construction)	Site Planning Services (Pre-construction) The overall site planning and legal services encompasses a number of specialty consultant firms and contracts and some fees. These vary in specialization ranging from site planning matters, due diligence evaluations, environmental planning, state CEQA processes, land assessments, land use planning, construction planning, environmental and related insurance and also includes specialists pursuing construction funding and other external funding opportunities.	1,925,000
ATEP Site Dev - Utilities/Infrastructure (Phase I)	A Utilities and Infrastructure Plan is required to support construction of the site project as well as to support future development. Planning will be completed so that actual construction may be undertaken in phases. Construction for Phase I will include the utility infrasture to permit future growth on site through appopriate sized main lines. Phase I will also include rehabilitation of exiting roadways into the site and the utility infrastructure required to hook the site into the new Victory Road.	0
Sustainability/Energy Planning Consultant	A Sustainability/Energy Plan is needed to develop the ATEP site and for the colleges as they are considering sustainability/energy projects. A consultant would be hired to assist the district with developing the ATEP Sustainability Plan, and to create various scopes of work as needed, provide advice to maximize the use of current best practices, take advantage of Savings by Design programs, and recommend procurement methods for various projects. Number listed is estimate.	200,000
ADA - Physical Access Transition Plan	Implementation of Transition Plans for each college to meet Title II and III requirements and ensure we are annually reviewing the plan and meeting goals. Phase I projects. Conduct annual update of plan. Funding requested would be for Phase II and program ADA planning.	400,000
Lease/Lease Back Consultant	Expert assistance to advise district on new lease/lease back building delivery method	0
District-wide Mapping	District-wide consultant to survey/map the underground utilities and infrastructure and assessment.	500,000
Pre-planning and investigation	To provide a fund to pre-plan complex projects and investigate feasibility prior to IPP stage of a project and budget development	355,000
District-wide Technology Consultant for Construction	To provide funds for a consultant to assist with coordination of technology within construction projects; each new project will plan this in the respective budget but this fund is for projects already underway	100,000
EFMP Plan	EFMP Consultant to develop new EFMP	900,000
Total Requested Funding		\$5,000,000


PROJECT: Renovation Projects (Small and Major) and other Facilities Related Projects FY 2017-2018			
Location	Project	FY 2017-18 Budget Requested	FY 2017-18 Funding Consideration
SC	1 SC walkway lot #9 to quad	\$500,000	\$500,000
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
Subtotal-SC		\$500,000	\$500,000
IVC	1	\$0	
	2	\$0	
	3	\$0	
	4	\$0	
	5	\$0	
	6		
Subtotal-IVC		\$0	\$0
DW	1 DW ADA Transition Plan Projects	3,000,000	3,000,000
Total Requested Funding		\$3,500,000	\$3,500,000



OFFICE OF THE VICE CHANCELLOR OF TECHNOLOGY
& LEARNING SERVICES

M E M O R A N D U M

To: Dr. Debra Fitzsimons, Chair
Basic Aid Allocation Recommendation Committee (BAARC)

From: Dr. Robert Bramucci, Chair 
District-wide Technology Committee (DTC)

Date: May 3, 2017

Re: 2017-2018 Proposed Basic Aid Funding for Technology Projects

As Chair of the District-wide Technology Committee, I hereby submit the following basic aid funding plan for 2017-2018 proposed technology projects. This plan was approved by consensus at the March 30, 2017 DTC meeting, following the recommendation made by Interim Chancellor Fitzsimons.

Category A

SIS: State Compliance and College Requests	\$1,814,400
Workday HR/Finance System	<u>\$1,955,300</u>
	\$3,769,700

Category B

Other District-wide Projects (Service Desk, MAP, etc.)	\$2,527,500
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Category C

College Projects (Desktop Refresh, Classroom Technology and Audio Visual) Allocation to each college will adhere to the DRAC model	\$3,640,000
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Total	\$9,937,200
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Any additional funding received for 2017-2018 will be split between the colleges according to the DRAC model and will be used for desktop refresh and the campus wireless project.

A breakdown of the 2017-2018 proposed technology projects and their corresponding category is attached for your reference.

**District-wide Technology Committee
2017-2018 Proposed Technology Projects
for Basic Aid Funding Consideration
By Category**

Category	Project Name	2017-2018 Estimated Cost
A	SIS: State Compliance and College Requests	\$ 1,814,400
A	Workday HR/Finance System FY 2017-2018	\$ 1,955,300
	Subtotal: Category A	\$ 3,769,700
B	District-wide Network Security Enhancements	\$ 542,500
B	MAP Enhancements	\$ 280,000
B	Mobile Class Registration - Supplemental Funds	\$ 185,000
B	Replace KACE with new Service Desk Software	\$ 465,000
B	Server Configuration and Security Services	\$ 180,000
B	Student Success Roadmap	\$ 875,000
	Subtotal: Category B	\$ 2,527,500
C	College Desktop Refresh	\$ 1,876,000
C	Classroom Technology & Audio Visual Refresh	\$ 1,764,000
	Subtotal: Category C	\$ 3,640,000
	TOTAL	\$ 9,937,200



BOARD OF TRUSTEES MEETING

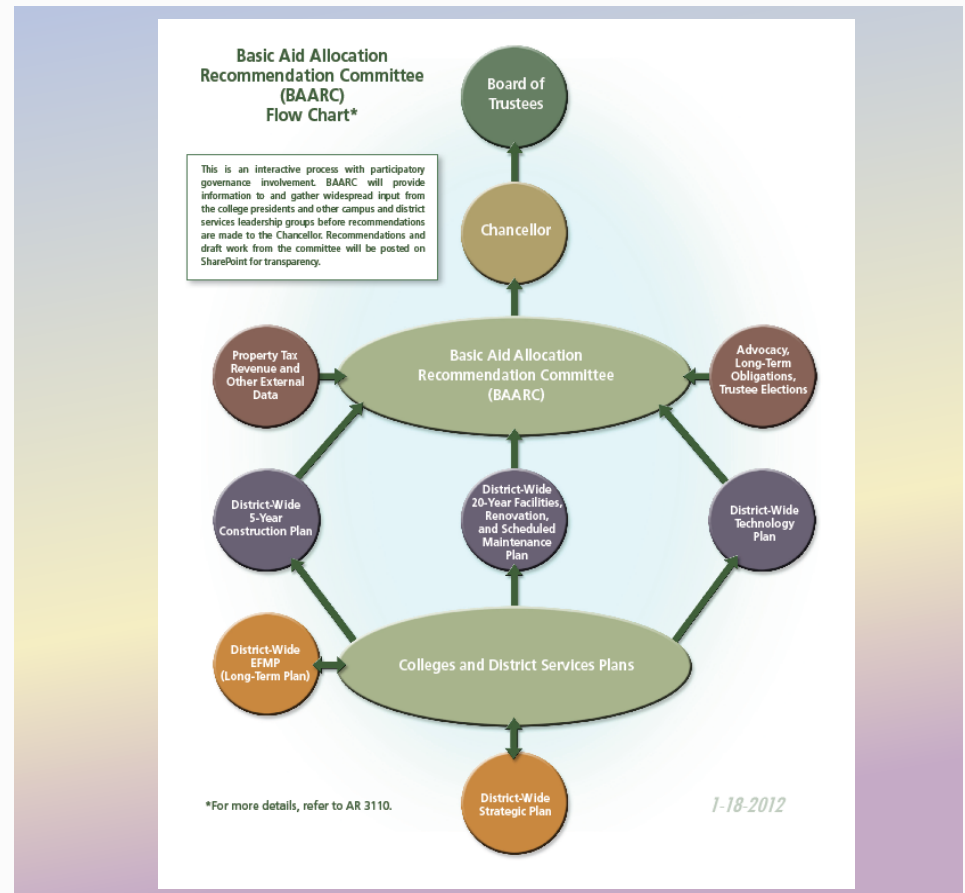
June 26, 2017

SOCCCCD Basic Aid Allocation Recommendation FY 2017-2018



How did the Basic Aid allocation process come about?

Based on an Accreditation Recommendation, a board policy and administrative regulation for basic aid allocation was developed that is based on planning and a process that is participative, transparent, and open.





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

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

To protect the district and colleges and to be fiscally conservative, only one-time projects are to be funded by basic aid monies. The Board of Trustees will allocate basic aid funds for the following purposes:

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



SOCCCD FY 2017-2018 Basic Aid Allocation Recommendations

BAARC:

- Met this spring semester to review district-wide & college plans and funding priorities for basic aid funding for the projects listed in the areas of technology, capital projects and planning, technical and legal consultants to support capital programs.
- A list of basic aid projects totaling \$68,146,784 is being recommended and approved by the interim chancellor for board approval.
- Interim chancellor and college presidents support BAARC recommendations as presented this evening.
- BAARC discussions were collegial; input was broad-based.
- Final recommendations were reflective of the mindful discussion & integrated planning efforts.



SOCCCD FY 2017-2018 Basic Aid Allocation Recommendations

Amount Available for Allocation at Tentative Budget*

Estimated Balance 7/1/17	\$ 17,079,996
Basic Aid Receipts FY 2017-2018	<u>64,815,469</u>
Estimated Property Taxes for Basic Aid	\$ 81,895,465
20% Contingency for Unrealized Tax Collections	\$ 12,963,094
Total unallocated Property Taxes for Basic Aid	785,587
<u>TOTAL BAARC RECOMMENDATION</u>	<u>\$ 68,146,784</u>

*Amounts based on information available at the time BAARC met; subsequent changes in property tax estimates and DRAC model funding are reflected in the Tentative Budget



SOCCCD FY 2017-2018 Basic Aid Allocation Recommendations

Allocation Recommendations

Long Term Obligations and Fixed Expenses	\$ 17,360,000
Capital Projects	
1. Capital Projects – Priorities FY 2017-2018	32,349,584
2. Capital Projects – Special Project Support	5,000,000
Scheduled Maintenance and Small Renovation Projects	
1. Renovation and other facility related projects	3,500,000
District-wide Technology Priority Projects FY 2017-2018	9,937,200
ATEP Site Operations	TBD
<u>TOTAL BAARC RECOMMENDATION</u>	<u>\$ 68,146,784</u>



SOCCCD FY 2017-2018 Basic Aid Allocation Recommendations

Capital Projects:

SC Fine Arts HVAC Interior Improvements	\$ 350,000
IVC ATEP Building	1,100,000
IVC New Parking Lot Phase IA and Solar Structure	733,000
SC Gateway	16,832,003
IVC Fine Arts Building	12,932,581
IVC Health Center/Concessions Project	<u>402,000</u>
SUBTOTAL FOR CAPITAL PROJECTS	\$32,349,584

Scheduled Maintenance and Renovation Projects:

District-wide ADA Transition Plan Projects	\$3,000,000
SC Walkway Lot 9 to Quad	<u>500,000</u>
SUBTOTAL FOR SCHED MAINT AND RENOVATION PROJECTS	\$3,500,000



SOCCCD FY 2017-2018 Basic Aid Allocation Recommendations

Technology:

Category A

SIS: State Compliance and College Requests	\$1,814,400
Workday HR/Finance System	\$1,955,300
	<hr/>
	\$3,769,700

Category B

Other District-wide Projects (Service Desk, MAP, Network Security, etc.)	\$2,527,500
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Category C

College Projects (Desktop & Classroom Technology and Audio Visual Refresh; allocation per DRAC model)	\$3,640,000
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Total IT Projects	\$9,937,200
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SOCCCD FY 2017-2018 Basic Aid Allocation Recommendations

Planning, Technical, and Legal Consultants to Support Capital Projects

DSA Inspector, Engineering and PM Services	\$ 565,000
Legal Counsel for facilities	55,000
ATEP Site Development	1,925,000
Sustainability/Energy Planning Consultant	200,000
ADA – Physical Access Transition Plan	400,000
District-wide Mapping	500,000
Pre-Planning and Investigations	355,000
District-wide Technology Consultant for Capital Construction	100,000
Educational and Facilities Master Plan	<u>900,000</u>
SUBTOTAL FOR SPECIAL PROJECT SUPPORT	\$5,000,000



SOCCCD FY 2017-2018 Basic Aid Allocation Recommendations

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

We want your questions
and input this evening

The recommendations shown here are a part
of the FY 2017-2018 Tentative Budget





Thank you

to CIC, DTC, BAARC members

and all other participants!

Questions and Discussion

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

May 15, 2017 Regular Meeting of the Board of Trustees (Exhibit A)
and May 23, 2017 Special Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
May 15, 2017**

PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

Debra Fitzsimons, Interim Chancellor
Kim McCord, Acting Vice Chancellor, Business Services
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Tod Burnett, President Saddleback College
Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(3 matters)
- B. Public Employee Employment (Government Code Section 54957(b).)(4 matters)
 - 1. Chancellor's Recruitment
 - 2. Saddleback College President Recruitment
- C. Public Employee Evaluation (Government Code Section 54957 (b).) (1 matter)
 - 1. Interim Chancellor

1.4 Conference with Real Property Negotiators (GC Section 54956.8)

- A. Lease of Property from District: Portion of Advanced Technology Park (ATEP) site: China First Capital Group, 15445 Lansdowne Road, Tustin; regarding price and terms of payment. Agency Designated Negotiator: Debra Fitzsimons, Ed.D.
- B. Lease of Property by District: Saddleback College Center for Innovation and Entrepreneurship located at 25725 Jeronimo Road, Mission Viejo, CA 92656. Agency Designated Negotiator: Debra Fitzsimons, Ed.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

2.2 Invocation
Led by Trustee James Wright

2.3 Pledge of Allegiance
Led by Trustee Barbara Jay

2.4 Swearing In: Student Trustee (name to be announced)
Oath of Office to be administered by Board President Tim Jemal

The student trustee will be sworn in at the board meeting in June.

2.5 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.

Saddleback College President Tod Burnett was recognized for his years of service by a number of elected officials and their representatives who requested to speak on his retirement from the District.

One public comment was heard by the board in regards to the indoor air quality in the Health Sciences building.

3.0 REPORTS

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

A. Board Reports

B. Chancellor's Report

Written Report

C. College Presidents Reports

Irvine Valley College

Saddleback College

D. Associated Student Government Reports

E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

- 4.1 Saddleback College and Irvine Valley College: Comprehensive Support Services Strategies to Non-academic Barriers.
At the request of the Board of Trustees, representatives from Saddleback College and Irvine Valley College will present information on comprehensive support services for students in need.

Item 4.1

Exhibits A-B

PowerPoint Presentation - Irvine Valley College

PowerPoint Presentation - Saddleback College

- 4.2 Saddleback College and Irvine Valley College: Strong Workforce Program
Representatives from Saddleback College and Irvine Valley College will share highlights of their Strong Workforce program.

Item 4.2

Exhibit A

Extend meeting time to 10:00 p.m.

On a motion made at 8:59 p.m. by Trustee Lang and seconded by Trustee Milchiker, the board voted unanimously to extend the meeting to 10 p.m.

- 4.2 Saddleback College and Irvine Valley College: Strong Workforce Program**
Representatives from Saddleback College and Irvine Valley College will share highlights of their Strong Workforce program.

Trustee Jemal requested to remove item 5.2 from the consent calendar for separate discussion and action.

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

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 April 24, 2017.

[Item 5.1](#)

[Exhibit A](#)

[5.2 SOCCCD, Saddleback College, Irvine Valley College: Resolutions](#)

[1. Tod Burnett](#)

President Tod Burnett was recognized with a board resolution and commemorative award for his nine years of service as President of Saddleback College.

[Resolution - Tod Burnett](#)

2. Ruby Hazzard, Classified Employee Outstanding Service Award, District Services

[Resolution - District Services Classified Employee of the Year](#)

3. Cora Swanson, Outstanding Classified Employee of the Year, Saddleback College

[Resolution - Saddleback College Classified Employee of the Year](#)

4. Jennifer Calderin, Outstanding Classified Employee of the Year, Irvine Valley College

[Resolution - Irvine Valley College Classified Employee of the Year](#)

Trustee Jemal congratulated the outstanding classified employees and expressed his appreciation for their contributions to the District.

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

- 5.3 Saddleback College: New and Revised Curriculum for the 2017-2018 Academic Year
Approve proposed curriculum changes for the 2017-2018 academic year at Saddleback College.

[Item 5.3](#)

[Exhibits A-B](#)

- 5.4 SOCCCD: Saddleback College Access Control Project, Phase 1 & 2, Design-Build Criteria and Programming Architectural Services, Berliner Architects
Approve the Berliner Architects agreement for the Saddleback College Access Control project, Phase 1 & 2, Design-Build Criteria and Programming Architectural Services, in the amount of \$240,000.

[Item 5.4](#)

[Exhibits A-B](#)

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

[Item 5.5](#)

[Exhibit A](#)

- 5.6 SOCCCD: Award of Bid 349D, District Charter Bus Services, for Saddleback College, Irvine Valley College, and Advanced Technology & Education Park (ATEP), Pacific Coachways Charter Services, Inc.
Approve a three year agreement with an option for two additional one year terms between South Orange County Community College District and Pacific Coachways Charter Services, Inc. for Charter Bus Services for Saddleback College, Irvine Valley College, and Advanced Technology & Education Park. Annual costs are estimated at \$92,000.

[Item 5.6](#)

[Exhibits A-B](#)

- 5.7 Irvine Valley College: Community Education, Summer 2017
Approve Summer 2017 Community Education courses, presenters and compensation.

[Item 5.7](#)

[Exhibit A](#)

- 5.8 SOCCCD: 2018-2019 Academic Calendar
Accept for review and study the proposed Academic Calendar for 2018-2019.

[Item 5.8](#)

[Exhibits A-B](#)

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

[Item 5.9](#)

[Exhibits A-B](#)

- 5.10 SOCCCD: Budget Amendment: Adopt Resolution No. 17-13 to Amend FY 2016-2017 Adopted Budget
Adopt Resolution No. 17-13 to amend the FY 2016-2017 Adopted Budget.

[Item 5.10](#)

[Exhibit A](#)

- 5.11 SOCCCD: Transfer of Budget Appropriations
Ratify the Transfer of Budget Appropriations.

[Item 5.11](#)

[Exhibit A](#)

- 5.12 SOCCCD: April 2017 Change Orders/Amendments
Ratify the change orders and amendments as listed.

[Item 5.12](#)

[Exhibit A](#)

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

[Item 5.13](#)

[Exhibits A-C](#)

- 5.14 SOCCCD: April 2017 Contracts
Ratify contracts as listed.

[Item 5.14](#)

6.0 **GENERAL ACTION ITEMS**

- 6.1 Irvine Valley College and Saddleback College: Student Government Tentative Budgets FY 2017-2018
Approve the FY 2017-2018 tentative student government budgets as presented.

Item 6.1

Exhibits A-B

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

- 6.2 SOCCCD: Regional Strong Workforce Master Agreement Between Rancho Santiago Community College District and SOCCCD
Approve the Regional Strong Workforce Master Agreement with the Rancho Santiago Community College District awarding Saddleback College and Irvine Valley College \$2,560,000 and \$982,078, respectively, over a four year period from July 1, 2016 to June 30, 2020.

Item 6.2

Exhibit A

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

- 6.3 SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting
Authorize payment to Trustee Prendergast who was absent from the April 24, 2017 meeting.

Item 6.3

Exhibit A

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

- 6.4 SOCCCD: Irvine Valley College Barranca Entrance Project (Laser Way), Notice of Completion, Hillcrest Contracting, Inc.
Authorize filing the Notice of Completion for the Irvine Valley College Barranca Entrance project to Hillcrest Contracting, Inc., with a current

contract amount of \$1,465,770 and outstanding change orders under negotiation.

Item 6.4

Exhibit A

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

- 6.5 SOCCCD: Board Policy Revision: BP-4003 Nepotism, BP-4420 Enrollment Fee Reimbursement for Eligible Employees, BP-5403 Associated Students Elections, BP-5600 Associate Degree Requirements, BP-6100 Curriculum, BP-6110 Articulation of Courses and Programs
Accept board policies for discussion and approval.

Item 6.5

Exhibits A-F

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

- 6.6 SOCCCD: Academic Personnel Actions – Regular Items
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Authorization to Eliminate Academic Administrative Positions and/or Position Numbers, Resignation/Retirement/Conclusion of Employment.

Item 6.6

Exhibits A-B

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

- 6.7 SOCCCD: Classified Personnel Actions – Regular Items
Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Change of Status, Volunteers.

Item 6.7

Exhibit A

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

- 6.8 SOCCCD: Destruction of Class 3 Disposable Records
Approve destruction of Class 3 disposable records in compliance with
code.

Item 6.8

Exhibit A

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

- 6.9 SOCCCD: Adopt Resolution No. 17-12 Classified Employee/Position
Layoff Adopt a resolution to approve the reduction/discontinuance of
classified service positions.

Item 6.9

Exhibit A

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

7.0 REPORTS

- 7.1 SOCCCD: Trustee Milchiker, Recipient of the Marian Bergeson Award
Trustee Marcia Milchiker was the recipient of the prestigious award
presented at the OCSBA dinner meeting at the Irvine Marriott Hotel on
Wednesday, May 3, 2017.

Item 7.1

- 7.2 SOCCCD: Status of Board Policies
Trustee request for 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, along
with the date for anticipated completion of the written administrative
regulation.

Item 7.2

Exhibit A

- 7.3 SOCCCD: Staff Response to Public Comments from Previous Board Meeting

Item 7.3

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

Item 7.4

Exhibit A

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

Item 7.5

Exhibit A

- 7.6 SOCCCD: Facilities Plan Status Report
Status of current construction projects.

Item 7.6

Exhibits A-B

- 7.7 SOCCCD: Monthly Financial Status Report
Report for the period ending April 30, 2017.

Item 7.7

Exhibit A

- 7.8 SOCCCD: Quarterly Investment Report
Report for period ending March 31, 2017.

Item 7.8

Extend meeting time to 10:30 p.m.

On a motion made at 10:09 p.m. by Trustee Wright and seconded by Trustee Whitt, the board voted unanimously to extend the meeting to 10:30 p.m.

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.

- 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

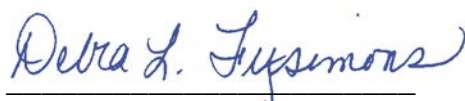
Written Report

- J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The Board adjourned the meeting at 10:09 p.m. in memory of Irvine Valley College former student government president, Te'Veannah Smith.


Debra Fitzsimons

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S CONFERENCE ROOM - HS 324
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE**

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING
May 23, 2017**

PRESENT

Members of the Board of Trustees:

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

Also present for the duration of the meeting were:
Debra L. Fitzsimons, Interim Chancellor

ABSENT

James R. Wright, Vice President

CALL TO ORDER: 4:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)

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

1. Chancellor's Recruitment

On a motion made by Trustee Lang and seconded by Trustee Whitt, the board voted to close the chancellor's search. The item was approved on a 6-0 vote with Trustee Wright absent.

B. Public Employee Evaluation (Government Code Section 54957(b))

1. Interim Chancellor

The board will consider an extension of the current interim Chancellor at its June 26 board meeting.

RECONVENE AND REPORT FROM CLOSED SESSION**ADJOURNMENT**

The meeting was adjourned at 5 p.m.



Debra L. Fitzsimons
Secretary, Board of Trustees

-

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Irvine Valley College: Community Education, Summer 2017

ACTION: Approval

BACKGROUND

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

STATUS

A variety of educational and recreational events have been planned by Irvine Valley College Community Education to serve the community during Summer 2017. Expenses for conducting these classes will be paid by the income from participant fees. Exhibit A corrects the Honoria and fees approved at the May 15, 2017 board meeting and includes one additional class offering, presenter and compensation.

RECOMMENDATION

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

<i>South Orange County Community College District</i>				
<i>IRVINE VALLEY COLLEGE</i>				
<i>COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Summer 2017</i>				
<i>COURSE TITLE</i>	<i>DATES</i>	<i>INSTRUCTOR</i>	<i>HONORARIA</i>	<i>FEE</i>
Educational Courses for Kids	5/30/17-8/11/17	Amanda Click	60% gross	\$110-\$120
Fitness Courses	5/30/17-8/11/17	Eugenia Lane	70% gross	\$15-\$30
Fitness Courses	5/30/17-8/11/17	Jackie Ovadia	70% gross	\$20-\$25
Nike Summer Camp	5/30/17-8/11/17	Ross Duncan	20% net	\$180-\$320
Band Rehearsal/Performance	5/30/17-8/11/17	Mark Lowery	70% gross	\$30

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Campus Safety Building Backup Generator Project, Notice of Completion, AMTEK Construction

ACTION: Approval

BACKGROUND

On September 26, 2016, the Board of Trustees approved a \$372,730 construction contract with AMTEK Construction for the Irvine Valley College Campus Safety Building Backup Generator project. At this June 26, 2017 meeting, staff is recommending a deductive change order for \$12,820.62 with a final contract value of \$359,909.38.

STATUS

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

Funds were used from the Irvine Valley College general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College Campus Safety Building Backup Generator project to AMTEK Construction for a final contract amount of \$359,909.38. 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: CAMPUS SAFETY BUILDING BACKUP GENERATOR PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 4th day of October, 2016, which contract was made with AMTEK Construction, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of June, 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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Debra L. Fitzsimons
Interim Chancellor

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Debra L. Fitzsimons
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College New Dance Floor Project Construction Services Agreement, Award of Bid No. 339, SS+K Contractors, DBA SS&K Contractors

ACTION: Approval

BACKGROUND

Irvine Valley College has determined a need for new dance floor in Dance Room PE160. A new dance floor will improve the existing facilities and result in access compliance.

STATUS

On April 20 and April 27, 2017, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College New Dance Floor project. The request for bids was also posted on the district web site. Three bids were received on May 12, 2017 (EXHIBIT A). The lowest bid meeting all specification requirements was submitted by SS+K Contractors, DBA SS&K Contractors of Woodland Hills, CA, in the amount of \$170,000. Irvine Valley College staff has reviewed the bids and recommends approval.

Funds are available through the college general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 339, Irvine Valley College New Dance Floor project and approve the construction services agreement (EXHIBIT B) with SS+K Contractors, DBA SS&K Contractors of Woodland Hills, CA in the amount of \$170,000 effective June 26, 2017.

Bid No. 339
New Dance Floor Project
Irvine Valley College

June 26, 2017

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*SS+K Contractors, dba SS&K Contractors	Woodland Hills, CA	\$170,000
P&P Develop Inc.	Garden Grove, CA	\$233,845
Norse Corporation	Costa Mesa, CA	\$246,084

***Recommended Award**

AGREEMENT – CONSTRUCTION SERVICES, NEW DANCE FLOOR PROJECT, IRVINE VALLEY COLLEGE, SS&K CONTRACTORS

THIS AGREEMENT, dated the 26th day of June, 2017, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and SS+K Contractors, dba SS&K Contractors, 21437 Rios St., Woodland Hills CA 91364, 571.234.7495, (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as SOCCCD – Irvine Valley College, New Dance Floor Project, Bid #339 according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke Free Workplace Certification and No Gift Policy Certification; Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of One Hundred Seventy Thousand Dollars (\$170,000) inclusive of bid alternate 1.

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within ninety (90) consecutive calendar days from the date specified in the Notice to Proceed.

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

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

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

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

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

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

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

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

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

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

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
and	
Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000

Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

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

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

Additional Insured Endorsement Requirements.

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

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

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

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

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

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____

_____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

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

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

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

“DISTRICT”

South Orange County Community College District

By: _____
Debra L. Fitzsimons
Interim Chancellor

Date: _____

“CONTRACTOR”

SS+K Contractors, dba SS&K Contractors

By: _____
Keykhosrow Khadem
Principal

Date: _____

1019984
CONTRACTOR’S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Monument Signs Replacement Project
Construction Services Agreement, Award of Bid No. 337, SS+K
Contractors, DBA SS&K Contractors

ACTION: Approval

BACKGROUND

Irvine Valley College monument/ marquee signs are aging. The College has determined a need to replace the monument/ marquee signs to improve the campus appearance and to support improved technology.

STATUS

On April 20 and April 27, 2017, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Monument Signs Replacement project. The request for bids was also posted on the district web site. Three bids were received on May 11, 2017 (EXHIBIT A). The lowest bid meeting all specification requirements was submitted by SS+K Contractors, DBA SS&K Contractors in the amount of \$344,500. Irvine Valley College staff has reviewed the bids and recommends approval.

Funds are available through the college general fund and redevelopment agency funds.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 337, Irvine Valley College Monument Signs Replacement project and approve the construction services agreement (EXHIBIT B) with SS+K Contractors, DBA SS&K Contractors, in the amount of \$344,500.

Bid No. 337
Monument Signs Replacement Project
Irvine Valley College

June 26, 2017

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*SS+K Contractors, dba SS&K Contractors	Woodland Hills, CA	\$344,500
**P&P Develop Inc.	Garden Grove, CA	\$530,490
Norse Corporation	Costa Mesa, CA	\$599,777

***Recommended Award**

****Non-responsive Bid: The BID FORM was returned incomplete at the time of the bid opening.**

**AGREEMENT – CONSTRUCTION SERVICES, MONUMENT SIGNS REPLACEMENT PROJECT,
IRVINE VALLEY COLLEGE, SS&K CONTRACTORS**

THIS AGREEMENT, dated the 26th day of June, 2017, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and SS+K Contractors, dba SS&K Contractors, 21437 Rios St., Woodland Hills CA 91364, 571.234.7495, (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as SOCCCD – Irvine Valley College, Monument Signs Replacement Project, Bid #337 according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke Free Workplace Certification and No Gift Policy Certification; Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Three Hundred Forty-Four Thousand Five Hundred Dollars (\$344,500).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Liability Insurance for injuries

including accidental death, to any one person in an amount not less than \$2,000,000

Subcontractors of every tier \$1,000,000

and

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

Subcontractors of every tier \$1,000,000

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

Subcontractors of every tier \$1,000,000

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

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

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

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

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

Additional Insured Endorsement Requirements.

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

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

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

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

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

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

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein,

and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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

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

“CONTRACTOR”

“DISTRICT”

SS+K Contractors, dba SS&K Contractors

South Orange County Community College District

By: _____
Keykhosrow Khadem
Principal

By: _____
Debra L. Fitzsimons
Interim Chancellor

Date: _____

Date: _____

1019984
CONTRACTOR’S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College, Monument Signs Replacement Project, Substitution of Subcontractor, Machan Sign Company, Inc.

ACTION: Approval

BACKGROUND

At this June 26, 2017 Board meeting, staff is recommending the Board approve the award of bid for the Irvine Valley College Monument Signs Replacement project.

Chapter 4, Section 4107 of the California Public Contract Code known as the "Subletting and Subcontracting Fair Practices Act," requires that in all public contracts, the awarding authority must approve the substitution of one subcontractor for another after a bid has been awarded. The acceptable reasons for requesting substitutions provided in Government Code 4107 include, "when the listed subcontractor fails to execute a written contract."

STATUS

SS+K Contractors, DBA SS&K Contractors, the general contractor for the Irvine Valley College Monument Signs Replacement project, informed the district that the listed sign subcontractor, Machan Sign Company, Inc., is unable to perform the work and has requested to be released of its obligation. SS+K Contractors, DBA SS&K Contractors recommends that Carey Sign Corporation be accepted as its replacement (EXHIBIT A). In accordance with Section 4107 of the Government Code, a certified letter notifying Machan Sign Company, Inc. of the request was sent on June 6, 2017 (EXHIBIT B).

The substitution will have no impact on the cost of the project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the removal of Machan Sign Company, Inc. as subcontractor and its substitution by Carey Sign Corporation as subcontractor, on the Monument Signs Replacement project at Irvine Valley College.

SS+K Contractors

Notice of Substituting Subcontractor

May, 31 ,2017

**PROJECT: Monument Signs Replacement Project
at Irvine Valley College**

Dear Anna,

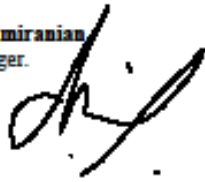
We are writing to inform you of our intention to replace our listed subcontractor for the abovementioned project - **Machan Sign Company** - due to a mathematical error that was allegedly made in their calculations at the time of bid.

Please accept this letter as the official notice of subcontractor substitution of the project. Our new subcontractor for the project will be **Carey Sign Corporation** with the following information:

CA LIC# 376085, C45 - ELECTRICAL SIGNS
DIR REG# 1000019886
Address: 871 E Blue Star St, Anaheim, CA 92806
Phone: (714) 630-8414
Email: jeff@careysigns.com

Thank you,
Shabnam Namiranian
Project Manager.

05/31/2017



GREATER LOS ANGELES AREA 571-234-7495 info@sskcontractors.com www.sskcontractors.com
CALIFORNIA CONSTRUCTION LICENSE NUMBER 1019984

**SS
&K**



Shabnam Namiranian, SS+K, DBA, SS&K Contractors

21437 Rios st, Woodland Hills, CA 91364

RE: Irvine Valley College- Monument Sign Replacement.

June 5, 2017

To whom this may concern,

Machan Sign Company will not be able to honor the original price due to missing the 3-foam material. Machan sign will be opting out our bid and services with the Irvine Valley College project.

If you have any questions or concerns please feel free to contact our office.

(562) 494-8676

Name:

x Veronica Figueroa

Signature

x Veronica Figueroa

Title:

Executive Assistant

Machan Sign Company
1209 Euclid Ave
Long Beach Ca 90804



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

DELIVERED VIA CERTIFIED MAIL

June 6, 2017

Mr. Jeffrey Romaine Machan
President
Machan Sign Company, Inc.
1209 Euclid Ave.
Long Beach, CA 90804

Subject: Substitution of Subcontractor

Dear Mr. Machan

We have received from SS+K Contractors a request for substitution of sign subcontractor for Monument Signs Replacement Project (SOCCCD Bid No. 337) at Irvine Valley College (please see attached copy).

In compliance with Article 4107 of the California Contract Code, this is your notification of said request. You have five working days to submit a written objection to this substitution. Failure to file a written objection will constitute your consent to the substitution.

Sincerely,

Anna Petrossian
Asst. Director of Facilities, Capital Outlay Projects

Copy: Brandye D'Lena, Executive Director, Facilities/Planning/Purchasing
Jeffrey Hurlbut, Director of College Facilities

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Performing Arts Center (PAC)
Waterproofing Project Construction Services Agreement, Award of Bid
No. 336, Painting & Décor, Inc.

ACTION: Approval

BACKGROUND

On June 23, 2014, the Board of Trustees approved basic aid for Irvine Valley College Performing Arts Center (PAC) Waterproofing project.

STATUS

On May 8 and May 15, 2017, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College PAC Waterproofing project. The request for bids was also posted on the district web site. Four bids were received on June 1, 2017. The lowest bid meeting all specification requirements was submitted by Painting & Décor, Inc., in the amount of \$357,900 (EXHIBIT A). Irvine Valley College staff has reviewed the bids and recommends approval.

Basic aid funds are available in the approved project budget of \$470,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve award Bid No. 336, Irvine Valley College Performing Arts Center (PAC) Waterproofing project and approve the construction services agreement (EXHIBIT B) with Painting & Décor, Inc., in the amount of \$357,900 effective July 10, 2017.

Bid No. 336
PAC Waterproofing Project
Irvine Valley College

June 26, 2017

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*Painting & Décor, Inc.	Orange, CA	\$357,000
Signature Painting	Irvine, CA	\$370,000
Slater Waterproofing, Inc.	Montclair, CA	\$393,900
Fix Painting Company	Woodland Hills, CA	\$608,000

***Recommended Award**

AGREEMENT – CONSTRUCTION SERVICES, PAC WATERPROOFING PROJECT, IRVINE VALLEY COLLEGE, PAINTING & DÉCOR, INC.

THIS AGREEMENT, dated the 10th day of July, 2017, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Painting & Décor, Inc., (hereinafter referred to as "CONTRACTOR") PO Box 5926, Orange, CA 92863.

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

1. CONTRACTOR agrees to complete the Project known as IVC – PAC Waterproofing according to all the terms and conditions set forth in the Project Documents, including but not limited to Non-collusion Declaration, Workers' Compensation Certificate, (Faithful Performance Bond, Payment Bond if over \$25,000), (Escrow Agreement, if applicable), Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Scope of Work description, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Terms and Conditions of these Project Documents take precedence over any terms and conditions included in attached proposals (if any).

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Three Hundred Fifty-Seven Thousand Nine Hundred Dollars (\$357,900).

4. The work shall be commenced on the date reflected in the District's Notice to Proceed and shall be completed within Seventy-five (75) consecutive calendar days from the date specified in the Notice to Proceed.

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

provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

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

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

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

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

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

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

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

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

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

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

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless, the DISTRICT, including but not limited to any the Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the CONTRACTOR or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

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

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000

and

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

Subcontractors of every tier \$1,000,000

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

Subcontractors of every tier \$1,000,000

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

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

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

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

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

Additional Insured Endorsement Requirements.

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

contingent basis. The insurance provided by the CONTRACTOR must be designated in the policy as primary to any insurance obtained by the DISTRICT. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

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

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

DISTRICT

CONTRACTOR

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
dfitzsimons@socccd.edu

By: _____

Print Name

Title

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Community Education, Fall 2017

ACTION: Approval

BACKGROUND

The South Orange County Community College District is known for offering high-quality Community Education programs for its residents. By providing non-credit programs and fee-based classes, Saddleback College and Irvine Valley College perform an important community service and fulfill a vital part of their mission. Community Education programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

STATUS

A variety of educational and recreational events have been planned by the Saddleback College and Irvine Valley College Community Education departments for the Fall Semester 2017. Expenses for conducting these courses will be paid by income from participant fees. The Saddleback College and Irvine Valley College course offerings, presenters, and compensation are outlined in Exhibit A (Saddleback College) and Exhibit B (Irvine Valley College).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Fall 2017 Community Education courses, presenters, and compensation as presented in Exhibits A and B.

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

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
1 of 9

COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Acrylic/Oil Painting Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$126
	Ballroom And Swing	8/1 - 12/31	Dance Quick (I)	45% Gross	\$59
	Beatles Intermediate Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$60
	Become A Professional Organizer	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Become A Programmer	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Beginning And Intermediate Watercolor Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$126
	Beginning Blues Harmonica	8/1 - 12/31	David Broida (E)	50% Net	\$49
	Beginning Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$99
	Beginning Guitar For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$99
	Beginning Ukulele	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$95
	Black And White Digital Photography	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$168
	Blogging For Fun And Profit	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Botanicals Watercolor Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$126
	Bride And Groom's First Dance	8/1 - 12/31	Dance Quick (I)	45% Gross	\$25
	Business Series	8/1 - 12/31	Connected Women Of Influence (I)	50% Net	\$175
	Clutterology® How to Get Rid of Clutter And Get Organized	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Commercial Real Estate Investing	8/1 - 12/31	Investment R/E Source (I)	50% Net	\$99
	Community Homeowner Association (HOA) Leadership Training Program	8/1 - 12/31	Patrick Prendiville (I)	50% Net	\$50
	Country Line Dance	8/1 - 12/31	Dance Quick (I)	45% Gross	\$59
	Country Two-Step	8/1 - 12/31	Dance Quick (I)	45% Gross	\$59
	Country Two-Step & Cowboy Cha-Cha	8/1 - 12/31	Dance Quick (I)	45% Gross	\$59
	Creative Digital Portrait Photography	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$168
	CTE: Dental Assisting	8/1 - 12/31	CUSD Partnership (I)	Grant	Grant
	CTE: Pharmacy Technician	8/1 - 12/31	CUSD Partnership (I)	Grant	Grant
	CTE: Surgical Technician	8/1 - 12/31	CUSD Partnership (I)	Grant	Grant
	Discover Photography 1	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$135
	Discover Photography 2	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$135
	Drawing Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$84
	Feng Shui Tools For Better Living	8/1 - 12/31	Feng Shui Solutions (I)	50% Net	\$49
	Finding Freelance Work On The Internet	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Fingerstyle Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	First Hand French	8/1 - 12/31	Nancy Allah (E)	50% Net	\$85
	Foreign Language Students	8/1 - 12/31	FLS (I)	Varies	Varies
	Get Into E-Commerce for FREE!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	Guitar 2: Adv Beginning & Pre-Intermediate	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$99
	Hand And Wheel Ceramics	8/1 - 12/31	Adrian Sanstrom (E)	50% Net	\$150
	Healthy Harmonica: Songs And Rhythms	8/1 - 12/31	David Broida (E)	50% Net	\$29
	High School Equivalency Preparation	8/1 - 12/31	Adult Education Instructor (E)	Varies	Varies
	HiSet Testing	8/1 - 12/31	Javier Corrales (E)	Varies	Varies
	How To Be A Special Event/Wedding Planner	8/1 - 12/31	Farla Binder (E)	50% Net	\$49
	How To Be Published For FREE!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How To Be Self-Published For FREE!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How To Become A Mystery Shopper	8/1 - 12/31	Elaine Moran (E)	50% Net	\$49
	How To Create A Website for Free!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How To Create A Website in 24 Hours for Free!	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How To Live Happily EVEN After A Divorce Or Breakup	8/1 - 12/31	Cindy Sorensen (E)	50% Net	\$39
	How to Market Your Small Business - Profitably	8/1 - 12/31	Mike Rounds (E)	50% Net	\$39
	How To Organize Your Home And Office	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	How To Play Piano By Ear	8/1 - 12/31	Craig Coffman (I)	50% Net	\$45
	How To Sell On eBay®	8/1 - 12/31	Frances Greenspan (E)	50% Net	\$65
	How to Sell Your Ideas And Inventions For Cash	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Human Resources Certificate Series: Make the Right Call	8/1 - 12/31	Allison Pratt (I)	50% Net	\$175
	Improving Your PC's Performance	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Increase Your Income With HB Business	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Instant Piano For Hopelessly Busy People	8/1 - 12/31	Craig Coffman (I)	50% Net	\$45
	Intermediate Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Introduction to Digital Photography: "The Camera Class"	8/1 - 12/31	Laura Hoffman (I)	50% Net	\$45
	Introduction To Wine Appreciation	8/1 - 12/31	Michelle Mooney (E)	50% Net	\$85
	Inventors: Get Ready For Shark Tank!	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Investment Boot Camp	8/1 - 12/31	Jalon O'Connell (E)	50% Net	\$39
	Investment Strategies For Growth And Income	8/1 - 12/31	Charles Goffin (E)	50% Net	\$39
	iPhones®, iPads®. . . And I'm Lost®	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	iPhones®, iPads®: Beyond The Basics	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Italian Supreme: 2	8/1 - 12/31	Conversa (I)	50% Net	\$153
	Italian Supreme: A Taste Of Italy	8/1 - 12/31	Conversa (I)	50% Net	\$153
	Loan Signing Specialist Training	8/1 - 12/31	Masters Notary Academy (I)	\$35 PP	\$70
	Makeup 101	8/1 - 12/31	Michele Godinez (E)	50% Net	\$128
	Marketing Your Business On Facebook And Social Media Sites	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Master Your Investments	8/1 - 12/31	Jalon O'Connell (E)	50% Net	\$70
	Notary Public Training	8/1 - 12/31	Masters Notary Academy (I)	\$35 PP	\$70
	Online Dating For Adults Over 50	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	On-Line No-Credit Classes	8/1 - 12/31	Education To Go (I)	\$55-\$175pp	\$94-299
	Parenting Resilience	8/1 - 12/31	Elsie Beach (E)	50% Net	\$149

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
2 of 9

COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Piano Made Easy Series	8/1 - 12/31	Craig Coffman (I)	50% Net	\$75
	Plating for Food Styling 101	8/1 - 12/31	Denise Stillman (E)	50% Net	\$80
	Plating for Food Styling 101: Part 1	8/1 - 12/31	Denise Stillman (E)	50% Net	\$45
	Plating for Food Styling 101: Part 2	8/1 - 12/31	Denise Stillman (E)	50% Net	\$45
	Plein Air Landscape Watercolor Workshop	8/1 - 12/31	Jean Marie Christian (I)	50% Net	\$126
	Proctoring Services	8/1 - 12/31	In-House Services (E)	pp	\$50-75
	Property Management Anyone Can Do	8/1 - 12/31	Stephen Dexter (E)	50% Net	\$59
	Residential Care Facility For The Elderly (RCFE)	8/1 - 12/31	Laura Ferral, M.H.A.(E)	50% Net	\$500
	Residential Care Facility For The Elderly (RCFE)	8/1 - 12/31	Michael Ferral, M.A., Ph.D.(E)	50% Net	\$500
	Salsa Dance	8/1 - 12/31	Dance Quick (I)	45% Gross	\$59
	Salsa Dance, Cha-Cha & Merenge	8/1 - 12/31	Dance Quick (I)	45% Gross	\$59
	Secrets Of Social Media And Internet Marketing	8/1 - 12/31	Bob Cohen (I)	50% Net	\$39
	Social Security Strategies And Retirement Planning	8/1 - 12/31	Jalon O'Connell (E)	50% Net	\$70
	Sound Retirement Strategies	8/1 - 12/31	David Brown (E)	50% Net	\$39
	Speed Spanish	8/1 - 12/31	Christy Nelson (E)	50% Net	\$59
	SRT - Motorcyclist Safety Program	8/1 - 12/31	Saddleback Rider Training (I)	Varies	\$250
	Stained Glass For Beginners	8/1 - 12/31	Glass Spectrum (I)	50% Gross	\$150
	Success Through Self-Respect	8/1 - 12/31	George Miller (E)	50% Net	\$39
	Supervisor Skills Certificate Series - Part 1	8/1 - 12/31	Insight Systems Group (I)	50% Net	\$365
	Supervisor Skills Certificate Series - Part 2	8/1 - 12/31	Insight Systems Group (I)	50% Net	\$365
	Surface Decoration: Ceramics	8/1 - 12/31	Don Ryan (E)	50% Net	\$185
	Surface Decoration: Ceramics	8/1 - 12/31	Kathryn Stovall-Dennis (E)	50% Net	\$185
	Teen Road To Safety	8/1 - 12/31	Teen Road To Safety Inc. (I)	Varies	Varies
	The 3A's: Attitude, Ability, and Ambition	8/1 - 12/31	George Miller (E)	50% Net	\$39
	Travel Tours/Multi-Day Trips	8/1 - 12/31	Good Times Travel (I)	PP	PP
	Using Your Computer To Make Money	8/1 - 12/31	Nancy Miller (E)	50% Net	\$39
	Veterans Art Project	8/1 - 12/31	Don Ryan (E)	Varies	Varies
	What Were You Born To Do?	8/1 - 12/31	Curtis Adney (E)	50% Net	\$55
	XinYi Mandarin Chinese	8/1 - 12/31	Hao Zhao (I)	50% Net	\$140
	You're Retired! Now What?	8/1 - 12/31	Elaine Moran (E)	50% Net	\$39
	HSE Computer Technology Learning Center	8/1 - 12/31	Adult Education Instructor (E)	Varies	AEBG
	HSE Math	8/1 - 12/31	Adult Education Instructor (E)	Varies	AEBG
	HSE Math - Spanish	8/1 - 12/31	Adult Education Instructor (E)	Varies	AEBG
	HSE Reading/Writing	8/1 - 12/31	Adult Education Instructor (E)	Varies	AEBG
	HSE Reading/Writing - Spanish	8/1 - 12/31	Adult Education Instructor (E)	Varies	AEBG
	AESL 701: Basic Literacy: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	AESL 702: Beginning Low: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	AESL 703: Beginning High: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	AESL 704: Intermediate Low: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	AESL 705: Intermediate High: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	AESL 706: Advanced Low: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	AESL 707: Advanced High: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	AESL 708: Citizen Preparation: Adult Education English As A Second Language	8/1 - 12/31	AESL Faculty (E)	Varies	Non-Credit
	ART 4: Fundamentals Of Art	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 9: Ceramics Fundamentals	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 10: Ceramics Fundamentals	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 11: Ceramics: Wheel I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 12: Ceramics- Wheel II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 13: Ceramics- Wheel III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 40: 2-D Foundations	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 41: Three-Dimensional Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 42: Color Theory And Practice	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 50: Painting I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 51: Painting-II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 52: Painting-III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 53: Painting From The Live Model I	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 54: Painting From The Live Model II	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 57: Watercolor I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 58: Watercolor II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 59: Watercolor III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 60: Printmaking (Intaglio/Etching And Relief)	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 61: Printmaking (Intaglio/Etching And Relief) II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 62: Printmaking (Intaglio/Etching And Relief) III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 63: Introduction To Screen Printing	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 70: Fundamentals Of Sculpture	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 71: Additive Sculpture	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 72: Subtractive Sculpture	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 78: Beginning Life Sculpture	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
	ART 79: Advanced Life Sculpture	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 80: Drawing	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 81: Drawing II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 82: Drawing III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
	ART 85: Drawing From The Live Model I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
3 of 9

COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
ART 86:	Drawing From A Live Model II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 87:	Drawng From A Live Model III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 140:	Beginning Graphic Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 141:	Graphic Rendering Techniques	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 142:	Package Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 143:	Art Survival: From Student To Artist	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 145:	Graphic Illustration	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 150:	Architectural Ceramics I	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 164:	Printmaking (Intaglio/Etching and Relief) IV	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 175:	Metal Casting	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 216:	Ceramics- Handbuilding II	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 217:	Ceramics-Handbuilding III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 228:	Bench Jeweler I	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
ART 229:	Bench Jeweler II	8/1 - 12/31	Art Faculty (E)	50% Net	\$6.25/hr
ART 230:	Bench Jeweler III	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 231:	Bench Jeweler IV	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 240:	Intermediate Graphic Design	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 250:	Plein Air Landscape Painting	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
ART 261:	Opaque Watercolor	8/1 - 12/31	Art Faculty (E)	50%Net	\$6.25/hr
MUS 1:	The Basics of Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 10:	Harmony I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 11:	Harmony II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 12:	Harmony III	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 14:	Jazz Composition and Arranging	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 15:	Music Composition	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 23:	Introduction to World Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 24:	Music Of The 20th Century	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 27:	History Of Jazz	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 28:	History Of Rock	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 31:	Baroque Society	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 32:	Oratorio Society	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 33:	Modern Masterworks: Chorale	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 34:	Early Music Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 35:	Contemporary Choir	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 39:	Commercial Music Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 41:	Symphonic Wind Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 42:	Symphonic Orchestra	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 43:	String Orchestra	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 46:	Jazz Improvisation	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 47:	Saddleback College Big Band	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 50:	Applied Music: Instrumental	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 51:	Applied Music: Keyboard	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 52:	Applied Music : Voice	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 54a:	Beginning Piano I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 54b:	Beginning Piano li	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 55a:	Intermediate Piano I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 55b:	Intermediate Piano li	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 56:	Advanced Piano	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 58:	Piano Repertoire And Performance Procedures	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 60:	Beginning Classical Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 61:	Intermediate Classical Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 62:	Advanced Classical Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 63:	Ensemble Techniques For 21st Century	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 64:	Piano Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 65:	Piano Accompanying	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 66:	Chamber Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 75:	String Literature	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 78:	Keyboard Literature/ Interpretation - Baroque And Classical	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 80:	Beginning Voice	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 81:	Intermediate Voice	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 82:	Vocal Repertoire And Performance Procedures	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 86:	Introduction To Harpsichord Technique And Literature	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 87:	Harpsichord Literature And Technique li- Late Beginner	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 88:	Harpsichord Literature And Technique lii- Early Intermediate	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 89:	Harpsichord Literature And Technique lii- Late Intermediate	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 92:	Musicianship I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 93:	Musicianship II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 96:	Introduction To Organ Technique And Literature Class	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 97:	Organ Technique And Literature Class Late Beginning	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 98:	Organ Technique And Literature Class Intermediate (A), Early	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 99:	Organ Technique And Literature Class Intermediate (B), Late	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 117:	Popular Songwriting	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
MUS 118:	Digital Multi-track Music Recording	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
4 of 9

COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	MUS 119: Advanced Music Composition	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 120: Introduction to the Music Industry	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 124: Computer Assisted Music Notation	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 130: Music Production I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 131: Music Production II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 132: Introduction to Music Technology	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 148: Jazz Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 173: Intermediate Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 178: Beginning Piano Pedagogy	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 179: Intermediate Piano Pedagogy	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 181: Keyboard Literature and Interpretation - Romantic to Modern	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 194: Musicianship III	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 232: Choral Techniques	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 233: Contemporary Choral Music For Treble Voices	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 234: Voiced Community Chorale	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 240: Improvised Music In Jazz Combo	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 241: Medium Size Malleable Jazz Ensemble	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 242: Mid- Size African- American Based Ensemble Jazz	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 246: Contemporary Big Band Literature	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 247: Modern Big Band Concepts	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 252a: Jazz Piano I	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 252b: Jazz Piano II	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 252c: Jazz Piano III	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 253: Advanced Piano Music Of Haydn	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 255: Piano Composers Of Today	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 256: Advanced Piano Pedagogy	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 257: Favorite Piano Classics	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 260: Basic Guitar	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 266: Improvised Chamber Music	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 295: Rehearsal And Performance (Instrumental)	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
	MUS 297: Rehearsal And Performance (Jazz Studies)	8/1 - 12/31	Music Faculty (E)	50% Net	\$6.25/hr
CFK	24	8/1 - 12/31	Bob Johnson (E)	30% Net	\$180
	24	8/1 - 12/31	Chris Elliott (E)	30% Net	\$180
	"Mako" Your Way To Kindergarten	8/1 - 12/31	Amy Abbott (E)	30% Net	\$155
	"Mako" Your Way To Kindergarten	8/1 - 12/31	Barbara Stamen (E)	30% Net	\$155
	A Chinese Language Adventure	8/1 - 12/31	Pandarin Academy (I)	50% Net	\$135
	Academic Bridge	8/1 - 12/31	Academic Bridge Academy (I)	60% Net	\$585
	Academic Chess	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Academic Chess	8/1 - 12/31	Academic Chess (I)	50% Net	\$139
	Academic Origami: Paper Airplanes And Aerodynamics	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Action Flix	8/1 - 12/31	Incrediflix (I)	PP	\$175
	Advanced Robotics	8/1 - 12/31	Ann Berger (E)	60% Net	\$120
	Algebra For Teens - Level 1A	8/1 - 12/31	Lindsey Peck (E)	\$30/hr+	\$99
	Algebra For Teens - Level 1A	8/1 - 12/31	Fernando Quintino (E)	\$30/hr+	\$99
	Algebra For Teens - Level 1B	8/1 - 12/31	Fernando Quintino (E)	\$30/hr+	\$99
	Algebra For Teens - Level I	8/1 - 12/31	Doug Hill (E)	\$30/hr+	\$99
	Algebra For Teens - Level II	8/1 - 12/31	Doug Hill (E)	\$30/hr+	\$99
	Animation Flix	8/1 - 12/31	Incrediflix (I)	PP	\$185
	App and Game Dev	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Art Camp	8/1 - 12/31	Art Just Create It (I)	60% Net	\$110
	Aspiring Writer: Creating Stories	8/1 - 12/31	Kristin Orloff (E)	60% Net	Varies
	Beginning Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$120
	Beginning Guitar	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Guitar & Ukulele Ensemble Class	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$99
	Beginning Guitar For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$95
	Beginning Guitar For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$120
	Beginning Guitar For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$90
	Beginning Robotics	8/1 - 12/31	Ann Berger (E)	60% Net	\$120
	Beginning Ukulele	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$75
	Beginning Ukulele For Kids/Teens	8/1 - 12/31	Ron Gorman (E)	60% Gross	\$95
	BioNerds: From Head To Toes	8/1 - 12/31	BioNerds (I)	50% Net	\$200
	Bit Scouts	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136
	Bit Scouts: Build Your Own Computer	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136
	Bit Scouts: Coding For Kids, Jr. - Storytelling Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136
	Bit Scouts: Coding For Kids	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	50% Net	\$198
	Bit Scouts: Coding For Kids, Jr.	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	50% Net	\$198
	Bit Scouts: Coding for Kids, Jr: Computer Art Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136
	Bit Scouts: Coding for Kids, Jr: Computer Games Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136
	Bit Scouts: Coding for Kids, Jr: Storytelling and Animation Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136
	Bit Scouts: Coding for Kids, Jr: Workshop Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136
	Bit Scouts: Coding For Kids: Augmented Reality Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	50% Net	\$198
	Bit Scouts: Coding For Kids: Building Your Own Role-Playing Games	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I)	60% Net	\$136

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Bit Scouts: Coding For Kids: Software Development Immersive	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	50% Net	\$198
	Bit Scouts: Coding For Kids: Web Development Immersive	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	50% Net	\$198
	Bit Scouts: Coding for Kids: Animation Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Coding for Kids: Arcade Games Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Coding for Kids: Build Your Own Apps Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Coding for Kids: Create Role Playing Games (RPG)	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Coding I	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Disney Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Harry Potter Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Intro to Artificial Intelligence	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Nintendo Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Nintendo Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Pixar Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Pokemon Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Python Development	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Star Wars Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Unity Game Development	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Video Game Edition	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	Bit Scouts: Web Development	8/1 - 12/31	Bit Scouts dba CodeCampus LLC (I	60% Net	\$136
	BrainStorm: GameMaker: Coders And Creators	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: Minecraft University: Circuits And Electronics	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Code Academy: 3D Game Design	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$210
	Brainstorm: CODE ACADEMY: App and Game Design	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: CODE ACADEMY: Game Development And Design	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$210
	BrainStorm: CODE ACADEMY: Scratch	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$90
	BrainStorm: CODE ACADEMY: Scratch	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: Filmmaking	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Game Development & Minecraft Programming	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Game Development & Minecraft Programming	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$90
	Brainstorm: GAMEMAKER: 3D Game Design	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$105
	Brainstorm: GAMEMAKER: 3D Game Design	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Go Think!	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering & Robotics	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering: Evolution of Engineering	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$210
	BrainStorm: LEGO® Engineering: Jedi Academy	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering: Jedi's And Superheros	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$210
	BrainStorm: LEGO® Engineering: Medieval & Modern Machine	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: LEGO® Engineering: Medieval Machines	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: LEGO® Robotics	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: LEGO® Robotics: BattleBots	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: MakerStudio: 3D Printing	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Minecraft University	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$210
	Brainstorm: Minecraft University: Programming And Modding	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$210
	BrainStorm: Minecraft University: Dinocraft	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Minecraft University: Minecraft Modding	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Minecraft University: Python Modding	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: Minecraft University: Python Temple	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: Minecraft University: Revolutions	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Minecraft University: Robotics	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	Brainstorm: Minecraft University: Robotics And Redstones	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$225
	BrainStorm: Young Einsteins: Rocketry	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: Young Einsteins: STEM Lab	8/1 - 12/31	Brainstorm Studios, LLC (I)	60% Net	\$120
	BrainStorm: Young Einsteins: STEM Lab	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$210
	BrainStorm: Minecraft University: Java Modding	8/1 - 12/31	Brainstorm Studios, LLC (I)	50% Net	\$90
	Bricks 4 Kids: Spectacular Sports	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$180
	Bricks 4 Kidz: Amazing Animals	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing Animals with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amazing LEGO® Animals	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Amusement Park Rides With LEGO® Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Construction Craze with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Energy LEGO Models	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Forces Of Nature With LEGO® Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Gadgets & Gizmos with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Interesting Inventions With LEGO® Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Laws of Motion with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Minecraft with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mining And Crafting	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Mining And Crafting 2 With LEGO® Bricks.	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Motorized Air, Land, And Sea LEGO® Vehicles	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Remote Control Models with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Bricks 4 Kidz: Space Adventures	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Space Adventures with LEGO Bricks	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Bricks 4 Kidz: Spectacular LEGO® Sports	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$120
	Calling All Detectives: Solve the Mystery of Felix, the Missing Millionaire	8/1 - 12/31	Carrie Gray (E)	60% Net	\$120
	Camp Invention	8/1 - 12/31	Excel Education Programs (I)	85% Net	\$295
	Capture The Flag	8/1 - 12/31	Chris Elliott (E)	30% Net	\$120
	Capture The Flag	8/1 - 12/31	Robert Johnson (E)	30% Net	\$120
	Capture The Flag Masters Of The Field	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Capture The Flag Master Of The Field	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Care4Yoga	8/1 - 12/31	Care4Yoga (I)	60% Net	\$120
	Catch A Wave Into First Grade	8/1 - 12/31	Carrie Gray (E)	60% Net	\$180
	Catch A Wave Into Second Grade	8/1 - 12/31	Carrie Gray (E)	60% Net	\$150
	Ceramics FUNdamentals	6/1 - 12/31	Laura Haight (E)	50% Net+	\$145
	Cheerleading Skills Clinics	8/1 - 12/31	College For Kids Staff (E)	Varies	\$65
	Chess Club	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Chess Day Camp	8/1 - 12/31	Academic Chess (I)	50% Net	\$139
	Chess Day Camp	8/1 - 12/31	Academic Chess (I)	60% Net	\$139
	Children's Musical Theater	8/1 - 12/31	Holly Telford (E)	60% Net	\$120
	Collage: Connect, Collect, Create	8/1 - 12/31	Nancy Larragoiti (E)	\$30/hr+	\$98
	Color Sticks For Young Artists	8/1 - 12/31	Nancy Larragoiti (E)	\$30/hr+	\$98
	Cooking With Mr. Elliot And Mr. Short	8/1 - 12/31	Chris Elliott (E)	30% Net	\$85
	Cooking With Mr. Elliot And Mr. Short	8/1 - 12/31	Curtis Short (E)	30% Net	\$85
	Creating With Clay	8/1 - 12/31	Art Just Create It (I)	60% Net	\$108
	Creating With Clay - Clay Class For Kids	8/1 - 12/31	Art Just Create It (I)	60% Net	\$120
	Creative Writing For Kids	8/1 - 12/31	Nicole Vega (E)	50% Net	\$99
	Creature Animation Flix	8/1 - 12/31	Incrediflix (I)	PP	\$135
	CSI: Introduction To Forensic Anthropology	8/1 - 12/31	Renee Garcia (E)	50% Net	\$110
	Cursive Writing and Reading	8/1 - 12/31	Gabriella M. Bell (I)	50% Net	\$120
	Cut And Dissect - Level A	8/1 - 12/31	Shaun Burke (E)	\$30/hr+	\$100
	Cut And Dissect - Level B	8/1 - 12/31	Shaun Burke (E)	\$30/hr+	\$110
	Dana Hills Softball Summer Camp	8/1 - 12/31	Brandon Cosenza (E)	60% Net	\$126
	Dare To Draw Anything!	8/1 - 12/31	Sarah O'Connor (E)	\$30/hr+	\$98
	Daydreamers Academy: DayDreamers Music Production Madness	8/1 - 12/31	The Daydreamers Academy (I)	50% Net	\$175
	Daydreamers Academy: My Books' Come To Life	8/1 - 12/31	The Daydreamers Academy (I)	50% Net	\$175
	Daydreamers Academy: Create Your Own Fairytale/Super Hero Movie	8/1 - 12/31	The Daydreamers Academy (I)	60% Net	\$136
	Daydreamers Academy: Jelly Time Music Workshop	8/1 - 12/31	The Daydreamers Academy (I)	60% Net	\$136
	Daydreamers Academy: Movie Magic	8/1 - 12/31	The Daydreamers Academy (I)	60% Net	\$136
	Debate Workshop	8/1 - 12/31	Ron Grishaber (E)	60% Net	\$130
	Developmental Reading For Kids	8/1 - 12/31	Nancy Conover (E)	\$30/hr+	\$99
	Developmental Reading For Teens	8/1 - 12/31	Staff (E)	\$30/hr+	\$99
	DKI Acting Academy	8/1 - 12/31	Drama Kids International (I)	60% Net	\$136
	Drama Kids	8/1 - 12/31	Drama Kids International (I)	60% Net	\$136
	Drop-In Aftercare	8/1 - 12/31	College For Kids Staff (E)	Varies	\$10
	Early Morning Art	8/1 - 12/31	Art Just Create It (I)	60% Net	\$98
	Eco Arts	8/1 - 12/31	Lorien Eck (E)	60% Net	\$95
	Engineering With LEGO®: Crazy Contraptions	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Engineering with LEGO®: Race Cars 201	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Engineering With LEGO®: Robo Olympics	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	Engineering With LEGO®: Super Structures	8/1 - 12/31	Brain Builders (I)	60% Net	\$120
	English Composition For Teens	8/1 - 12/31	Tony Garcia (E)	50% Net	\$125
	Exploring STEM Using Educational Robotics	8/1 - 12/31	Mathobotix (I)	70% Gross	\$580
	Fairy Tale Feast	8/1 - 12/31	Ann Berger (E)	60% Net	\$180
	Filmmaking Flix	8/1 - 12/31	Incrediflix (I)	PP	\$155
	First Grade Head Start	8/1 - 12/31	Chris Saalberg (E)	60% Net	\$135
	First Grade Prep Spanish	8/1 - 12/31	Norma Hernandez (E)	60% Net	\$125
	Fit Kids	8/1 - 12/31	Fit Kids America(I)	60% Net	\$180
	Fit Kids	8/1 - 12/31	Fit Kids America(I)	50% Net	\$180
	Fit Kids: Basketball	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Cheerleading	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Dodgeball	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Field Games	8/1 - 12/31	Fit Kids America(I)	50% Net	\$180
	Fit Kids: Flag Football	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Hip Hop	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Kindergarten Sports	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Lacrosse	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	Fit Kids: Soccer	8/1 - 12/31	Fit Kids America(I)	60% Net	\$112
	Fit Kids: Tennis	8/1 - 12/31	Fit Kids America (I)	60% Net	\$120
	Fourth Grade Common Core Prep Camp	8/1 - 12/31	Lisa Kopcxynski (E)	60% Net	\$140
	Fun In The Sun	8/1 - 12/31	Dawn Trumbo (E)	30% Net	\$180
	Fun In The Sun	8/1 - 12/31	Kristi Martin (E)	30% Net	\$180
	Fun In The Sun	8/1 - 12/31	Toddler Time (E)	60% Net	\$100
	Fun With Cartooning	8/1 - 12/31	Gabby Micalizio (E)	\$30/hr+	\$98
	Fun With Photoshop	6/1 - 12/31	Laura Hoffman (I)	50% Net	\$149

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Future Millionaires And Junior Entrepreneurs	8/1 - 12/31	Joshua Ballard (I)	50% Net	\$175
	Games Galore	8/1 - 12/31	Carrie Gray (E)	60% Net	\$96
	Games Galore	8/1 - 12/31	Heather Carlsen (E)	30%Net	\$104
	Games Galore	8/1 - 12/31	Tanya Bonetti (E)	30%Net	\$104
	Geometry For Teens	8/1 - 12/31	Doug Hill (E)	\$30/hr+	\$99
	Getting Excited For Kindergarten	8/1 - 12/31	Brooks Keith (E)	30% Net	\$160
	Getting Excited For Kindergarten	8/1 - 12/31	Nancy Conover (E)	30% Net	\$160
	Golf Skills Clinics Advanced	8/1 - 12/31	SCPGA (I)	50% Net	\$125
	Golf Skills Clinics Beginners	8/1 - 12/31	SCPGA (I)	50% Net	\$125
	Green Screen Animation Flix	8/1 - 12/31	Incrediflix (I)	PP	\$155
	Handwriting Heroes	8/1 - 12/31	Carrie Gray (E)	60% Net	\$112
	Hip Hop Dance Camp	8/1 - 12/31	Fit Kids America (I)	60% Net	\$112
	ID Tech	8/1 - 12/31	ID Tech(I)	PP	Varies
	I-ESTEAM 3.14	8/1 - 12/31	Mathobotix (I)	70% Gross	\$480
	Imagination Flix	8/1 - 12/31	Incrediflix (I)	PP	\$175
	Imagination in Creativity: Art In Spanish	8/1 - 12/31	Wendy Mendoza (E)	60% Net	\$180
	Incrediflix	8/1 - 12/31	Incrediflix (I)	PP	\$185
	Incrediflix: Animation Flix	8/1 - 12/31	Incrediflix (I)	PP	\$155
	Incrediflix: Lego Flix	8/1 - 12/31	Incrediflix (I)	PP	\$155
	Incrediflix: Minecraft Flix	8/1 - 12/31	Incrediflix (I)	PP	\$155
	Incrediflix: Star Wars Live Action	8/1 - 12/31	Incrediflix (I)	PP	\$155
	Incrediflix: Star Wars Stop Motion Flix	8/1 - 12/31	Incrediflix (I)	PP	\$155
	Incrediflix: Stop Motion Tricks And Effects	8/1 - 12/31	Incrediflix (I)	PP	\$155
	Incrediflix: GoPro Flix	8/1 - 12/31	Incrediflix (I)	60% Net	\$140
	Incrediflix: Stop Motion Experience	8/1 - 12/31	Incrediflix (I)	60% Net	\$125
	Institute Of Reading Development	8/1 - 12/31	Inst. Of Reading Development (I)	PP	Varies
	Interactive Writing Workshop	8/1 - 12/31	Nancy D'Aleo-Russey (E)	\$30/hr+	\$99
	Introduction To Middle School Speech and Debate	8/1 - 12/31	Benjamin Hughes (I)	60% Net	\$120
	Irish Dance	8/1 - 12/31	Liz Lightner (E)	60% Net	\$96
	It's All About Life	8/1 - 12/31	Bionerds (I)	60% Net	\$112
	Jewelry Designing For Kids	8/1 - 12/31	Shani Zreik(I)	50% Net	\$250
	Jump Start Fifth Grade	8/1 - 12/31	Ann Berger (E)	60% Net	\$180
	Jump Start First Grade	8/1 - 12/31	Diane Weckerle (E)	60% Net	\$180
	Jump Start First Grade	8/1 - 12/31	Kim Downing (E)	60% Net	\$180
	Jump Start First Grade	8/1 - 12/31	Terri Adams (E)	60% Net	\$180
	Jump Start First Grade	8/1 - 12/31	Avonnette Bruce (I)	60% Net	\$180
	Jump Start Kindergarten	8/1 - 12/31	Amy Clarke (E)	30% Net	\$125
	Jump Start Kindergarten	8/1 - 12/31	Kylie Schofield (E)	30% Net	\$125
	Jump Start Kindergarten	8/1 - 12/31	Avonnette Bruce (I)	60% Net	\$125
	Jump Start Second Grade	8/1 - 12/31	Christy Grudynski (E)	60% Net	\$150
	Jump Start Third Grade	8/1 - 12/31	Christy Grudynski (E)	60% Net	\$150
	Jumstart Into Kindergarten	8/1 - 12/31	Maggie Fisher (E)	60% Net	\$150
	Junior Gauchos Fun Club	8/1 - 12/31	College For Kids Staff (E)	Varies	\$80
	Junior Jazzercise	8/1 - 12/31	Nora Grabar (E)	60% Net	\$120
	Keyboarding	8/1 - 12/31	Heather Carlsen (E)	\$30/hr+	\$90
	Keyboarding	8/1 - 12/31	Tanya Bonetti (E)	\$30/hr+	\$90
	Keyboarding On Personal Computers	8/1 - 12/31	Joyce Quade (E)	50% Net	\$126
	Keyboarding With Ultrakey	8/1 - 12/31	Heather Carlsen (E)	30% Net	\$120
	Keyboarding With Ultrakey	8/1 - 12/31	Heather Carlsen (E)	60% Net	\$90
	Keyboarding With Ultrakey	8/1 - 12/31	Tanya Bonetti (E)	30% Net	\$120
	Keyboarding With Ultrakey	8/1 - 12/31	Tanya Bonetti (E)	60% Net	\$90
	Kids Yoga And Mindfulness	8/1 - 12/31	Grace + Zen (I)	60% Net	\$120
	kidshipshop.com	8/1 - 12/31	kidshipshop.com	50% Net	\$146
	Kindergarten Is Cool At Vista Del Mar	8/1 - 12/31	Amy Abbott (E)	30% Net	\$180
	Kindergarten Is Cool At Vista Del Mar	8/1 - 12/31	Barbara Stamen (E)	30% Net	\$180
	Kindergarten Kickoff	8/1 - 12/31	Avonette Bruce (E)	60% Net	\$125
	Landscapes: Whimsical To Abstract Art	8/1 - 12/31	Sarah Jaques	\$30/hr+	\$98
	Learning Olympics	8/1 - 12/31	Natalie Schild (E)	60% Net	\$155
	Learning To Dig	8/1 - 12/31	Renee Garcia (E)	50% Net	\$110
	LEGO Engineering: Crazy Carnival	8/1 - 12/31	Strategic Kids (I)	60% Net	\$112
	Lets Create!	8/1 - 12/31	Lorien Eck (E)	60% Net	\$95
	Let's Spell It Right!	8/1 - 12/31	Christy Nelson (E)	50% Net	\$63
	Lets Type	8/1 - 12/31	Amy Clarke (E)	60% Net	\$125
	Lil' Chef School	8/1 - 12/31	Lil' Chef School (I)	50% Net	\$180
	Lil' Chef School	8/1 - 12/31	Lil' Chef School (I)	60% Net	\$180
	Lions Club	8/1 - 12/31	Andrika Bowen (E)	30% Net	\$192
	Lions Club	8/1 - 12/31	Deanna Bleidistel (E)	30% Net	\$192
	Living History	8/1 - 12/31	Staff (E)	\$30/hr+	\$99
	Mad Science Chemistry Lab	8/1 - 12/31	Mad Science (I)	60% Net	\$215
	Mad Science Inventor's Workshop: Eureka!	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Crazy Chemworks	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Exploration Science	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Molecule Mania	8/1 - 12/31	Mad Science (I)	60% Net	\$120

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SADDLEBACK COLLEGE

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COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Mad Science: NASA	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Physics Lab	8/1 - 12/31	Mad Science (I)	60% Net	\$215
	Mad Science: Robotics Lab	8/1 - 12/31	Mad Science (I)	60% Net	\$215
	Mad Science: Rocketry	8/1 - 12/31	Mad Science (I)	50% Net	\$215
	Mad Science: Science in Action	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	Mad Science: Secret Agent Lab	8/1 - 12/31	Mad Science (I)	60% Net	\$215
	Mad Science: STEMulating Science	8/1 - 12/31	Mad Science (I)	60% Net	\$120
	MainStage Kids	8/1 - 12/31	Chris Smith (E)	\$25/hr	\$395
	Mako Milers	8/1 - 12/31	Amy Abbott (E)	30% Net	\$120
	Mako Milers	8/1 - 12/31	Barbara Stamen (E)	30% Net	\$120
	Mako Milers Running Club	8/1 - 12/31	Amy Abbott (E)	30% Net	\$120
	Mako Milers Running Club	8/1 - 12/31	Barbara Stamen (E)	30% Net	\$120
	Mandarin Immersion Summer Camp	8/1 - 12/31	Nicole Loh (E)	60% Net	\$180
	Manners Made Fun	8/1 - 12/31	Laura Little (E)	50% Net	\$100
	Masters Of The Field	8/1 - 12/31	Academic Chess (I)	60% Net	\$112
	Math	8/1 - 12/31	Darren Gibson (E)	\$30/hr+	\$99
	Math 6/7	8/1 - 12/31	Michael Hale (E)	60% Net	\$180
	Math Tutoring By Experienced Math Teachers	8/1 - 12/31	wikiTHINK (I)	Varies	\$269
	Math Tutoring By Experienced Math Teachers	8/1 - 12/31	wikiTHINK (I)	Varies	\$269
	Mathobotix	8/1 - 12/31	Mathobotix (I)	70% Gross	\$259
	Mathobotix STEM Robotics Summer Camp	8/1 - 12/31	Mathobotix (I)	70% Gross	\$259
	Mega Super Co. Handball Program	8/1 - 12/31	Mega Super Co. (I)	60% Net	\$125
	Memory Power And Study Skills	8/1 - 12/31	Christy Nelson (E)	50% Net	\$120
	Middle School Boot Camp	8/1 - 12/31	Deanna Bleidstel (E)	30% Net	\$120
	Middle School Boot Camp	8/1 - 12/31	Stephanie Avera (E)	30% Net	\$120
	Middle School Math Prep	8/1 - 12/31	Michael Hale (E)	60% Net	\$160
	Mindstorm Robotics	8/1 - 12/31	Bricks 4 Kidz (I)	60% Net	\$185
	Mini-Kindergarten	8/1 - 12/31	Lori Walker (E)	60% Net	\$325
	Modeling And Style	8/1 - 12/31	Tara Meyer (E)	\$30/hr+	\$120
	Mommy/Daddy And Me Preschool!	8/1 - 12/31	Kris McCartney (E)	60% Net	\$250
	Mommy/Daddy And Me Preschool!	8/1 - 12/31	Patti Peviani (E)	60% Net	\$250
	Mommy/Daddy And Me Preschool!	8/1 - 12/31	Wendy Marcot (E)	60% Net	\$250
	Monologue & Scene Study For The Young Actor	8/1 - 12/31	Brett King(E)	60% Net	\$140
	Multi-Sport Camp	8/1 - 12/31	Nick Schofield (E)	60% Net	\$120
	Musical Theater	8/1 - 12/31	Heather Carlsen (E)	30% Net	\$180
	Musical Theater	8/1 - 12/31	Tanya Bonetti (E)	30% Net	\$180
	My Fun House	8/1 - 12/31	Linda Montgomery (E)	60% Net	\$120
	Natural A's	8/1 - 12/31	Curtis Adney (E)	50% Net	\$49
	Natural A's: Parent/Adult Registration	8/1 - 12/31	Curtis Adney (E)	50% Net	\$49
	Needle Art Series	8/1 - 12/31	Naomi Sutton (E)	\$29/hr	Varies
	Ocean Animals	8/1 - 12/31	Sarah O'Connor (E)	\$30/hr+	\$98
	Parent And Me: Adventure Through China	8/1 - 12/31	Pandarin Academy (I)	50% Net	\$130
	Pen And Ink Art Magic	8/1 - 12/31	Gabby Micalizio (E)	\$30/hr+	\$98
	Photography	8/1 - 12/31	Laura Hoffman (I)	50% Net	Varies
	Photography Club	8/1 - 12/31	Excel Education Programs (I)	60% Net	\$120
	Playtime In Spanish	8/1 - 12/31	April Sonenberg (E)	60% Net	\$120
	Playtime In Spanish	8/1 - 12/31	April Sonenberg (E)	60% Net	\$90
	Pre-Algebra	8/1 - 12/31	Fernando Quintino (E)	\$30/hr+	\$99
	Pre-Algebra	8/1 - 12/31	Lindsey Peck (E)	\$30/hr+	\$99
	Pre-Geometry	8/1 - 12/31	Darren Gibson (E)	\$30/hr+	\$120
	Private Swim Lessons	8/1 - 12/31	Pete Cosmakos, LLC (I)	60% Net	\$180
	Public Speaking Basics	8/1 - 12/31	Ron Grishaber (E)	60% Net	\$130
	Reading Fun With Jr Great Books and More	8/1 - 12/31	Lori Walker (E)	60% Net	\$110
	SC Authors Workshop	8/1 - 12/31	Kim Hanley (E)	30% Net	\$150
	SC Authors Workshop	8/1 - 12/31	Nicole Davis (E)	30% Net	\$150
	SC Authors Workshop: Linking Middle School to High School Writing	8/1 - 12/31	Kim Hanley (E)	30% Net	\$150
	SC Authors Workshop: Linking Middle School to High School Writing	8/1 - 12/31	Nicole Davis (E)	30% Net	\$150
	SCPGA Golf And S.T.E.A.M. Summer Camp	8/1 - 12/31	SCPGA (I)	60% Net	\$179
	Second Grade Common Core Camp	8/1 - 12/31	Christy Grudynski (E)	60% Net	\$180
	Second Grade Common Core Camp	8/1 - 12/31	Kim Downing (E)	60% Net	\$180
	Second Grade Head Start	8/1 - 12/31	Valerie Robbins (E)	60% Net	\$135
	Self-Publishing Online Digital Photo Books For Youth	8/1 - 12/31	Randeleigh Harris (E)	50% Net	\$92
	Semi-Private Swim Lessons	8/1 - 12/31	Pete Cosmakos, LLC (I)	60% Net	\$105
	Sewing Classes	8/1 - 12/31	Laurie Murphy Klein (E)	50% Net	\$100
	So You Want To Be A Teacher?	8/1 - 12/31	Lori Walker (E)	60% Net	\$125
	Soccer Skills Clinics	8/1 - 12/31	BJ McNicol (E)	50% Net	\$126
	Softball Clinics	8/1 - 12/31	Nicholas Trani (E)	50% Net	\$120
	Spanish For Children	8/1 - 12/31	Conversa (I)	50% Net	\$145
	Spanish For Children: Levels 1 and 2	8/1 - 12/31	Conversa (I)	60% Net	\$120
	Spanish For Preschoolers	8/1 - 12/31	Conversa (I)	50% Net	\$145
	Spring Art	8/1 - 12/31	Heather Carlsen (E)	30% Net	\$104
	Spring Art	8/1 - 12/31	Tanya Bonetti (E)	30% Net	\$104
	Star Wars LEGO: Jedi Storytellers	8/1 - 12/31	Strategic Kids (I)	60% Net	\$112

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EXHIBIT A
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COMMUNITY EDUCATION NON-CREDIT PROGRAM- Fall and Additional Summer 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
	Steam Studio: Engineering And Robotics	8/1 - 12/31	BrainStorm (I)	60% Net	\$120
	Strategic Kids: Strategic Magic	8/1 - 12/31	Strategic Kids (I)	60% Net	\$112
	Study Insects In Spanish	8/1 - 12/31	Veronica Noguez (E)	60% Net	\$180
	Study Strategies For Teens	8/1 - 12/31	Jason Turney (E)	\$30/hr+	\$56
	Successful Study Strategies For Kids	8/1 - 12/31	Jason Turney (E)	\$30/hr+	\$56
	Summer Art Experience In Spanish	8/1 - 12/31	Nicole Thompson (E)	60% Net	\$180
	Summer Arts and Crafts	8/1 - 12/31	Ann Berger (E)	60% Net	\$100
	Summer Experience	8/1 - 12/31	Renee Zapas (E)	Per Day	\$165
	Summer Experience	8/1 - 12/31	Thomas Fish (E)	Per Day	\$150
	Super Chefs	8/1 - 12/31	Super Readers (I)	60% Net	\$130
	Superhero Filmmaking Flix	8/1 - 12/31	Incrediflix (I)	PP	\$185
	Tee It Up With TGA/SCPGA	8/1 - 12/31	SCPGA (I)	60% Net	\$136
	Tennis	8/1 - 12/31	Orange County Com. Tennis Assoc.	60% Net	\$120
	Tennis Skills Clinics	8/1 - 12/31	Nick Trani (E)	50% Net	\$149
	The Great Clay Adventure	8/1 - 12/31	Cybele Rowe (E)	50% Net	\$39
	The Photography Club	8/1 - 12/31	Excel Education Programs (I)	50% Net	Varies
	The Power Of Exploring Art	8/1 - 12/31	Nancy Larragoiti (E)	\$30/hr+	\$46
	The Wonderful World Of Writing	8/1 - 12/31	Cindy Billy (E)	30% Net	\$235
	The Wonderful World Of Writing	8/1 - 12/31	Danielle Ridill (E)	30% Net	\$235
	Theatre Fun With Improvisation	8/1 - 12/31	Tara Meyer (E)	\$30/hr+	\$120
	Third Grade Common Core Camp	8/1 - 12/31	Christy Grudynski (E)	60% Net	\$180
	Third Grade Head Start	8/1 - 12/31	Julie Hansen (E)	60% Net	\$135
	Toddler Time	8/1 - 12/31	Dawn Trumbo (E)	30% Net	\$250
	Toddler Time	8/1 - 12/31	Kristi Martin (E)	30% Net	\$250

South Orange County Community College District

IRVINE VALLEY COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2017

COURSE TITLE	DATES	INSTRUCTOR	HONORARIA	FEE
Algebra Classes	8/21-12/20/17	Kathy Song	50% gross	\$80
Aquatic Fitness	8/21-12/20/17	Barbara Stockler	70% gross	\$10-\$20
Art Courses	8/21-12/20/17	Pam Schader	70% gross	\$38
Art Courses	8/21-12/20/17	Thinh Nguyen	70% gross	\$30-\$60
Art Courses	8/21-12/20/17	Denise Katzenberger	50% gross	\$60
Band Rehearsal/Performance	8/21-12/20/17	Mark Lowery	70% gross	\$30
Band Rehearsal/Performance	8/21-12/20/17	Peter Fournier	70% gross	\$30
Business Management	8/21-12/20/17	Gene Konstant	50% gross	\$39
Business Classes	8/21-12/20/17	John Spiers	50% gross	\$95
Choral Music	8/21-12/20/17	Cecilia Kim	70% gross	\$20
Commercial Real Estate Investment	8/21-12/20/17	Robert Kehiayan	50% gross	\$69
Computer Classes	8/21-12/20/17	Vazi Okhandiar	60% gross	\$249-\$299
Country Line Dancing	8/21-12/20/17	Ida Stuart	70% gross	\$20
Creative Writing	8/21-12/20/17	Jeffrey Briar	70% gross	\$45
Dance Courses	8/21-12/20/17	Dorothy Bregozzo	70% gross	\$10
Dance Courses	8/21-12/20/17	Marge Forehan	70% gross	\$10
Film Genres	8/21-12/20/17	Kathryn Kramer	70% gross	\$20-\$30
Financial Management Classes	8/21-12/20/17	James Peters	50% gross	\$59
Financial Management Workshop	8/21-12/20/17	Charla Sue Riley	50% gross	\$49
Fitness Courses	8/21-12/20/17	Eugenia Lane	70% gross	\$20-\$25
Fitness Courses	8/21-12/20/17	Jeffrey Briar	70% gross	\$20
Fitness Courses	8/21-12/20/17	Joanna Schoon	70% gross	\$25-\$70
Fitness Courses	8/21-12/20/17	Judith Shields	70% gross	\$30
Fitness Courses	8/21-12/20/17	Kathryn Burns	70% gross	\$25
Fitness Courses	8/21-12/20/17	Mikki Michele	70% gross	\$36
Fitness Courses	8/21-12/20/17	Jackie Ovadia	70% gross	\$25
Fitness Courses	8/21-12/20/17	Sebastian Caramagno	70% gross	\$25
Fitness Courses	8/21-12/20/17	Jada Robitaille	70% gross	\$25-\$30
Ham Radio	8/21-12/20/17	Robert Maller	50% gross	\$60
Health Insurance Management	8/21-12/20/17	Ferial Maghami	50% gross	\$20-\$80
Life College	8/21-12/20/17	Joyce Arntson	50% gross	\$400-\$600
Music Courses	8/21-12/20/17	Louise Jacobs	70% gross	\$25
Notary and Loan Specialist Classes	8/21-12/20/17	Thomas Peauyhouse	50% gross	\$70
Personal Enrichment Courses	8/21-12/20/17	John Pak	50% gross	\$49
Personal Enrichment Courses	8/21-12/20/17	LeeAnne Krusemark	50% gross	\$20-\$49
Personal Enrichment Courses	8/21-12/20/17	Richard Katz	50% gross	\$45

<i>COURSE TITLE</i>	<i>DATES</i>	<i>INSTRUCTOR</i>	<i>HONORARIA</i>	<i>FEE</i>
Piano Courses	8/21-12/20/17	Carol Lippert	70% gross	\$30
Retirement Planning Courses	8/21-12/20/17	Rod Kamps	50% gross	\$59
Retirement Planning Courses	8/21-12/20/17	Ronald Gable	50% gross	\$49
Screenwriting Courses	8/21-12/20/17	Mark Sevi	50% gross	\$75-\$150
Social Badminton Classes	8/21-12/20/17	Helen Tung	70% gross	\$45
Surviving Market Swings	8/21-12/20/17	James Peters	50% gross	\$59
Voice Over Courses	8/21-12/20/17	Andrea Aubin	50% gross	\$49
The Complete Financial Management	8/21-12/20/17	David Deutsch	50% gross	\$49

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College: New and Revised Curriculum for the 2016-17, 2017-18, and 2018-19 Academic Years

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 additions and revisions to the curriculum of the College for the 2016-17, 2017-18 and 2018-19 academic years. Exhibit A includes a revised course for Summer 2017 (academic year 2016-17). Exhibit B includes new and revised courses and programs for academic year 2017-18. Exhibit C includes new courses proposed for the 2018-19 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, Section 53200 et seq.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2016-17, 2017-18, and 2018-19 academic years at Saddleback College as listed in Exhibits A, B, and C.

SADDLEBACK COLLEGE
PROPOSED CURRICULUM REVISIONS
ACADEMIC YEAR 2016-2017 (SUMMER 2017)

EXHIBIT A
Page 1 of 1

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
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				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
MSE	MATH 10	518100.00	INTRODUCTION TO STATISTICS	prereq fr MATH 253 to <u>Placement by current assessment process, or successful completion of MATH 253 with a "C" or better.</u>

SADDLEBACK COLLEGE
PROPOSED CURRICULUM REVISIONS
ACADEMIC YEAR 2017-2018

EXHIBIT B
Page 1 of 41

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
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				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	ENV 16	144991.00	ENV DISASTERS	SLOs
FAMT	CTVR 2	992691.00	TV HISTORY	pcs fr not program applicable to <u>program applicable</u>
FAMT	CTVR 4	180091.00	AESTHETICS OF CINEMA	pcs fr not program applicable to <u>program applicable</u>
FAMT	CTVR 104	992718.00	COLD READING	pcs fr not program applicable to <u>program applicable</u>
FAMT	CWE 180	405008.00	CO-OP-ED CTVR	pcs fr not program applicable to <u>program applicable</u>
FAMT	MUS 14	542100.00	JAZZ COMPOSITION	pcs fr not program applicable to <u>program applicable</u>

SADDLEBACK COLLEGE
PROPOSED CURRICULUM REVISIONS
ACADEMIC YEAR 2017-2018

EXHIBIT B
Page 2 of 41

FAMT	MUS 15	428443.00	MUSIC COMPOSITION	pcs fr not program applicable to <u>program applicable</u>
FAMT	MUS 117	542130.00	POPULAR SONGWRITING	pcs fr not program applicable to <u>program applicable</u>
FAMT	MUS 119	429749.00	ADV MUS COMP	pcs fr not program applicable to <u>program applicable</u>
FAMT	MUS 132	429754.00	INTRO TO MUSIC TECH	pcs fr not program applicable to <u>program applicable</u>
FAMT	MUS 140	992436.00	IMPROVISED MUS JAZZ	pcs fr not program applicable to <u>program applicable</u>
HSBS	MA 600 (280)	692161.00	HEALTHCARE ORGANIZATION PRACTICES	nc, 3 units/2 hrs lec/3 hrs lab/0 hr lng cntr, non-repeatable
KNES	KNES 10	992711.05	CROSS TRAINING	pcs fr not program applicable to <u>program applicable</u>
KNES	KNES 39	992694.05	INTERMEDIATE YOGA	pcs fr not program applicable to <u>program applicable</u>
SBS	PSYC 44	992584.00	STATISTICS FOR THE BEHAVIORAL SCIENCES	prereq fr MATH 253 to <u>Placement by current assessment process, or successful completion of MATH 253 with a "C" or better.</u>

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

EXHIBIT B
Page 3 of 41

Current

Associate in Arts Degree in Anthropology

Anthropology is a diverse discipline that investigates the biological and cultural life of human beings at all times and in all places. An anthropology degree provides students with an appreciation of other ways of life, different systems of belief, and different ways of constructing knowledge, and, perhaps most importantly, a better understanding of the world in which they live. The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts (AA) in Anthropology degree by providing the necessary breadth in the field and an introduction to the methods used. While a baccalaureate or higher degree, which can be achieved through transfer, is recommended for those considering professional careers in anthropology, an associate degree may support attempts to gain entry-level employment as lab technicians, research assistants, museum workers, cultural resource conservators, and other related positions.

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Describe the breadth of anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.~~
- ~~Demonstrate an understanding of the historical development of the discipline and the centrality of the "four-field approach" in American anthropology.~~
- ~~Explain the basic processes of human biological evolution.~~
- ~~Describe modern human biological diversity and articulate an informed position on the question of race.~~
- ~~Define and critically analyze the concepts of culture and cultural relativism.~~
- ~~Demonstrate the ability to think holistically and comparatively in describing human cultural diversity.~~
- ~~Demonstrate an understanding of the processes of social and cultural change through time.~~
- ~~Discuss the politics of inclusion and exclusion both locally and globally.~~
- ~~Articulate an anthropological perspective in relation to contemporary issues and concerns.~~
- ~~Discuss the importance of the scientific method in anthropological research.~~
- ~~Identify the correct methods for the undertaking of ethnographic, linguistic, and/or archaeological fieldwork.~~
- ~~Identify the ethical responsibilities and concerns in the conducting of anthropological research.~~
- ~~Write concisely and logically, incorporating relevant data and knowledge.~~
- ~~Critically evaluate information sources about different peoples and cultures.~~

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 9	Introduction to Archaeology	3
Select from Restricted Electives		6

Total		18
Restricted Electives		
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspectives	3
ANTH 7	Native American Cultures of Southern California	3
ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 14	Introduction to Visual Culture	3
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana-(O) and Latina-(O) Cultures	3

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

Associate in Arts Degree

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

EXHIBIT B
Page 4 of 41

**Revised
Anthropology Associate in Arts**

Anthropology is a diverse discipline that investigates the biological and cultural life of human beings at all times and in all places. An anthropology degree provides students with an appreciation of other ways of life, different systems of belief, and different ways of constructing knowledge, and, perhaps most importantly, a better understanding of the world in which they live. The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts (AA) in Anthropology degree by providing the necessary breadth in the field and an introduction to the methods used. While a baccalaureate or higher degree, which can be achieved through transfer, is recommended for those considering professional careers in anthropology, an associate degree may support attempts to gain entry-level employment as lab technicians, research assistants, museum workers, cultural resource conservators, and other related positions.

Program Student Learning Outcomes

Students who complete this program will be able to:

1. Describe the historical development and breadth of anthropology, including the "four-field approach" in American anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.
2. Explain the processes of human biological evolution and discuss the importance of the scientific method in anthropological research and also describe modern human biological diversity and articulate an informed position on the question of race.
3. Define and critically analyze the concepts of culture and cultural relativism and to demonstrate the ability to think holistically and comparatively in describing human cultural diversity.
4. Demonstrate an understanding of the processes of social and cultural change through time and discuss the politics of inclusion and exclusion both locally and globally as well as to articulate an anthropological perspective in relation to contemporary issues and concerns.
5. Identify the correct methods for the undertaking of ethnographic, linguistic, and/or archaeological fieldwork.
6. Identify the ethical responsibilities and concerns in the conducting of anthropological research including to critically evaluate information sources about different peoples and culture.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 9	Introduction to Archaeology	3
Select from Restricted Electives		6

Total		18
Restricted Electives		
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspectives	3
ANTH 7	Native American Cultures of Southern California	3
ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 14	Introduction to Visual Culture	3
ANTH 15	The World of Primates	3
ANTH 16*	Archaeological Field Methods	1
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3

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

Associate in Arts Degree

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
Administrative Assistant
Certificate Program

The Administrative Assistant program prepares individuals for employment in key staff positions or enhances existing skills of office assistants, office managers, and other professionals.

Course ID	Title	Units
BUS 103	Business English	3
CIM 1	Introduction to Computer Information Systems	3
Or		
CIM 10	Introduction to Information Systems	3
Or		
CIM 112	Microsoft Office	3
CIM121C*	Keyboarding for Computers – Advanced	1.5
CIM 174+	Computer Operating Systems: Windows	3
CIM 214+	Word Processing: Word	3
CIM 216+	Spreadsheets: Excel	3
CIM 230	Business Presentations: PowerPoint	3
	Select from Restricted Electives	4.5

Total Units for the Certificate 24

Restricted Electives:

BUS 102	Oral Business Communications	3
BUS 104	Business Communication	3
BUS 125	Human Relations in Business	3
CIM 218	Database – Access	3
CIM 221	Managing Projects with Microsoft Projects	3
CIM 223A/B	Computerized Accounting: QuickBooks – Beginning/Advanced	1.5, 1.5
CIM 227	Internet and Web Essentials	1.5
CIM 271A/B	Web Development: XHTML – Beginning/Advanced	1.5, 1.5
CIM 272	Web 2.0 Design: Cascading Style Sheets	1.5
CIM 278A/B	Creating Web Pages: Dreamweaver – Beginning/Advanced	1.5, 1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Revised
Administrative Assistant
Certificate of Achievement

The Administrative Assistant program prepares individuals for employment in key staff positions or enhances existing skills of office assistants, office managers, and other professionals.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Demonstrate key skills for employment in the areas of Administrative Assistant and Executive Administrative Assistant.**
- **Apply job skills in technical professional business environments.**
- **Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.**

Course ID	Title	Units
BUS 103	Business English	3
CIM 1	Computer Information Systems	4
Or		
CIM 10	Introduction to Information Systems	3
Or		
CIM 112	Microsoft Office	3
CIMA 283B	Office Skills -- Keyboarding	0.5
CIMA 102+	Word Processing – Word	3
CIMA 104+	Spreadsheets - Excel	3
CIMA 108	Business Presentations – PowerPoint	3
CIMN 100+	Computer Operating Systems - Windows	3
	Restricted Electives	3

Total Units for the Certificate: 21.5-22.5

Restricted Electives:

BUS 102	Oral Business Communications	3
BUS 104*	Business Communication	3
BUS 125	Human Relations in Business	3
CIM 120	Computer Literacy	1.5
CIMA 106	Database – Access	3
CIMA 212	Managing Projects with Microsoft Project	3
CIMA 223A*	Computerized Accounting – Quickbooks -- Beginning	1.5
CIMA 223B*	Computerized Accounting – Quickbooks -- Advanced	1.5
CIMW 100*+	Web Site Development – HTML	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 207	Social Media & Web Fundamentals	1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Current
Administrative Assistant**

Associate in Science Degree Program

The Administrative Assistant program prepares individuals for employment in key staff positions or enhances existing skills of office assistants, office managers, and other professionals.

Course ID	Title	Units
BUS 103	Business English	3
CIM 1	Introduction to Computer Information Systems	3
Or		
CIM 10	Introduction to Information Systems	3
Or		
CIM 112	Microsoft Office	3
CIM121C*	Keyboarding for Computers – Advanced	1.5
CIM 174+	Computer Operating Systems: Windows	3
CIM 214+	Word Processing: Word	3
CIM 216+	Spreadsheets: Excel	3
CIM 230	Business Presentations: PowerPoint	3
	Select from Restricted Electives	4.5

Total Units for the Major: 24

Restricted Electives:

BUS 102	Oral Business Communications	3
BUS 104*	Business Communication	3
BUS 125	Human Relations in Business	3
CIM 218	Database: Access	3
CIM 221	Managing Projects with Microsoft Projects	3
CIM 223A/B	Computerized Accounting: QuickBooks – Beginning/Advanced	1.5, 1.5
CIM 227	Internet and Web Essentials	1.5
CIM 271A/B	Web Development: XHTML – Beginning/Advanced	1.5, 1.5
CIM 272	Web 2.0 Design: Cascading Style Sheets	1.5
CIM 278A/B	Creating Web Pages: Dreamweaver – Beginning/Advanced	1.5, 1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

**Revised
Administrative Assistant**

Associate in Science

The Administrative Assistant program prepares individuals for employment in key staff positions or enhances existing skills of office assistants, office managers, and other professionals.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Demonstrate key skills for employment in the areas of Administrative Assistant and Executive Administrative Assistant.**
- **Apply job skills in technical professional business environments.**
- **Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.**

Course ID	Title	Units
BUS 103	Business English	3
CIM 1	Computer Information Systems	4
Or		
CIM 10	Introduction to Information Systems	3
Or		
CIM 112	Microsoft Office	3
CIMA 283B	Office Skills -- Keyboarding	0.5
CIMA 102+	Word Processing – Word	3
CIMA 104+	Spreadsheets - Excel	3
CIMA 108	Business Presentations – PowerPoint	3
CIMN 100+	Computer Operating Systems - Windows	3
	Restricted Electives	3

Total Units for the Major: 21.5-22.5

Restricted Electives:

BUS 102	Oral Business Communications	3
BUS 104*	Business Communication	3
BUS 125	Human Relations in Business	3
CIM 120	Computer Literacy	1.5
CIMA 106	Database – Access	3
CIMA 212	Managing Projects with Microsoft Project	3
CIMA 223A*	Computerized Accounting – Quickbooks – Beginning	1.5
CIMA 223B*	Computerized Accounting – Quickbooks – Advanced	1.5
CIMW 100*+	Web Site Development – HTML	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 207	Social Media & Web Fundamentals	1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Associate in Science Degree

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**New
Cinema-Television-Radio
Certificate of Achievement**

This program is designed for seasoned professionals who wish to hone their skills and/or cross-over to another area of media production. It provides opportunities to gain the fundamental proficiencies and understanding to work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting or Critical Studies. The courses focus on specialized technical skills that mirror real-world tasks as well as specific media analysis. Additionally, they build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field. Students who complete this certificate can work in a variety of jobs including camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Accurately use the language and vocabulary of video production.
- Apply skills and knowledge required for employment in their selected specialty.
- Produce a demo reel showcasing media industry skills.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
CTVR 101	Video Production Basics	3
	Completion of one specialty area	9-10
Total Units for the Certificate		12-13

Cinema Specialty

Required Course:

CTVR 31*	Film Production I	3
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Restricted Electives: (6-7 units)

CTVR 32*	Film Production II	3
CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	1

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

Television Specialty

Required Course:

CTVR 124*	Television Production I	3
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Restricted Electives: (6-7 units)

CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 151	Non-Linear Editing I	3
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	1

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Radio Specialty

Required Course:

CTVR 110	Audio Production	3
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Restricted Electives: (6-7 units)

CTVR 40	Television and Film Scriptwriting I	3
CTVR 113*	Radio Broadcasting	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 191	Voice-Over and Announcing	3
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	1

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

Post Production Specialty

Required Course:

CTVR 151	Non-Linear Editing I	3
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Restricted Electives: (6-7 units)

CTVR 40	Television and Film Scriptwriting I	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	1

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

Screen Acting and Voice Performance Specialty

Required Course:

CTVR 290	Acting for the Camera I	3
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Restricted Electives: (6-7 units)

CTVR 40	Television and Film Scriptwriting I	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 191	Voice-Over and Announcing	3
CTVR 291	Acting for the Camera II – Creating a Character	3
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	1

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

Critical Studies Specialty

Required Course:

CTVR 3	The History and Appreciation of American Cinema	3
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Restricted Electives: (6-7 units)

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 4	Aesthetics of Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	1

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
Cinema/Television/Radio
Certificate Program

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Course ID	Title	Units
CTVR 40*	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3
	Select one Specialty Area	15
Total		48-24

Specialty Area 1—Cinema

Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (9 units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 266	Script Supervising for Film and Television	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CTVR 290*	Acting for the Camera I	3
CTVR 291*	Acting for the Camera II: Creating a Character	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 2—Television

Required courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (9 units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 128*	Television and Radio News	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 266	Script Supervising for Film and Television	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 3—Radio

Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3
CTVR 115*	Advanced Radio Broadcasting	2

Restricted Electives: (7-units)

CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 118/MUS 118	Digital Multi-Track Music Recording	4
CTVR 128*	Television and Radio News	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 4—Post Production

Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3

Restricted Electives: (6-units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 118/MUS 118	Digital Multi-Track Music Recording	4
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 5—CTVR-Critical Studies

Required Courses:

CTVR 3	The History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3

Restricted Electives: (3-units)

CTVR 1/JRN 1	Mass Media and Society	3
CTVR 31*	Film Production I	3
CTVR 42*	Television and Film Directing	3
CTVR 100	Introduction to Cinema, Television, Radio	3
CTVR 124*	Television Production I	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1
ENG 52*	The Film as Literature	3

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

Specialty Area 6—Screen Acting and Voice Performance

Required Courses:

CTVR 191	Voice-Over and Announcing	3
CTVR 290*	Acting for the Camera I	3
CTVR 291*	Acting for the Camera II: Creating a Character	3

Restricted Electives: (6-units)

CTVR 31*	Film Production I	3
CTVR 42*	Television and Film Directing	3
CTVR 124*	Television Production I	3
CTVR 128*	Television and Radio News	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1
TA 290	Acting for Television and Film	3

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Revised
Cinema-Television-Radio
Certificate of Achievement**

The Cinema/Television/Radio certificate provides preparation for work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting, or Critical Studies. The courses focus on specialized technical skills that mirror real-world tasks as well as specific media analysis. Additionally, courses offer the opportunity to build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field. Students who complete this certificate can work in a variety of jobs including camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent.

Program Student Learning Outcomes

Upon successful completion of the program, students will be able to:

- **Accurately use the language and vocabulary of video production.**
- Apply skills and knowledge required **for employment in their selected specialty.**
- Produce a demo reel **showcasing media industry skills.**

Course ID	Title	Units
CTVR 40	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3
Completion of one of the following specialty areas		15

Total **21**

Cinema Specialty

Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (9 units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Television Specialty

Required Courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 191	Voice-Over and Announcing	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Radio Specialty

Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Post Production Specialty

Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 110	Audio Production	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Screen Acting and Voice Performance Specialty

Required Courses:

CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 110	Audio Production	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Critical Studies Specialty

Required Courses:

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3

Restricted Electives: (9 units)

CTVR 4	Aesthetics of Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2
ENG 52*	The Film as Literature	3

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

SADDLEBACK COLLEGE

NEW AND REVISED PROGRAMS

ACADEMIC YEAR 2017-2018

Current Cinema/Television/Radio Associate in Science Degree Program

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Course ID	Title	Units
CTVR 40*	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3
	Select one Specialty Area	15
Total		18-21

Specialty Area 1—Cinema

Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (9 units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 266	Script Supervising for Film and Television	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CTVR 290*	Acting for the Camera I	3
CTVR 291*	Acting for the Camera II: Creating a Character	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 2—Television

Required courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (9 units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 128*	Television and Radio News	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 266	Script Supervising for Film and Television	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 3—Radio

Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3
CTVR 115*	Advanced Radio Broadcasting	2

Restricted Electives: (7-units)

CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 118/MUS 118	Digital Multi-Track Music Recording	4
CTVR 128*	Television and Radio News	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 4—Post Production

Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3

Restricted Electives: (6-units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 118/MUS 118	Digital Multi-Track Music Recording	4
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1

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

Specialty Area 5—CTVR-Critical Studies

Required Courses:

CTVR 3	The History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross-Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3

Restricted Electives: (3-units)

CTVR 1/JRN 1	Mass Media and Society	3
CTVR 31*	Film Production I	3
CTVR 42*	Television and Film Directing	3
CTVR 100	Introduction to Cinema, Television, Radio	3
CTVR 124*	Television Production I	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1
ENG 52*	The Film as Literature	3

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

Specialty Area 6—Screen Acting and Voice Performance

Required Courses:

CTVR 191	Voice-Over and Announcing	3
CTVR 290*	Acting for the Camera I	3
CTVR 291*	Acting for the Camera II: Creating a Character	3

Restricted Electives: (6-units)

CTVR 31*	Film Production I	3
CTVR 42*	Television and Film Directing	3
CTVR 124*	Television Production I	3
CTVR 128*	Television and Radio News	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema/Television/Radio Employment Skills	3
CWE 180*	Cooperative Work Experience-Cinema/TV/Radio	1
TA 290	Acting for Television and Film	3

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Revised
Cinema_Television_Radio
Associate in Science

The Cinema/Television/Radio **degree provides preparation for work in the media industry through six specialty options: Cinema, Television, Radio, Post Production, Screen Acting, or Critical Studies. The core coursework provides a foundation for students who intend to transfer into majors such as Radio-Television-Film, Television, Video, Film, and Electronic Arts. Topics focus on specialized technical skills that mirror real-world tasks as well as specific media analysis. Opportunities to build the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field are embedded throughout the program. Jobs that utilize the knowledge and skills in this degree include camera operator, video journalist, TV show researcher, film editor, voice-over talent and/or film/TV show talent. This program provides and encourages both field and studio work in the student's area of specialty. Course options include participation in internships at various stations and facilities.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Course ID	Title	Units
CTVR 40	Television and Film Scriptwriting I	3
CTVR 101	Video Production Basics	3
Completion of one of the following specialty areas		15
Total		21

Cinema Specialty
Required Courses:

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3

Restricted Electives: (9 units)

CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 233*	Film Production III	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema_Television_Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II - Creating a Character	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Television Specialty

Required Courses:

CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 151	Non-Linear Editing I	3
CTVR 191	Voice-Over and Announcing	3
CTVR 251*	Non-Linear Editing II	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema_Television_Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Radio Specialty

Required Courses:

CTVR 110	Audio Production	3
CTVR 113*	Radio Broadcasting	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 114*	Radio Station Activities	2
CTVR 115*	Advanced Radio Performance and Studio Operations	2
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 280*	Cinema_Television_Radio Employment Skills	3
CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II - Creating a Character	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Post Production Specialty

Required Courses:

CTVR 151	Non-Linear Editing I	3
CTVR 251*	Non-Linear Editing II	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 110	Audio Production	3
CTVR 111*	Audio and Sound Design for Television and Film	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 253*	Digital Special Effects	3
CTVR 262	Production Management	3
CTVR 280*	Cinema_Television_Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

Screen Acting and Voice Performance Specialty

Required Courses:

CTVR 290	Acting for the Camera I	3
CTVR 291	Acting for the Camera II – Creating a Character	3

Restricted Electives: (9 units)

CTVR 31*	Film Production I	3
CTVR 32*	Film Production II	3
CTVR 42*	Television and Film Directing	3
CTVR 104	Cold Reading and Interview Techniques	3
CTVR 110	Audio Production	3
CTVR 124*	Television Production I	3
CTVR 125*	Television Production II	3
CTVR 129*	Documentary Production	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 191	Voice-Over and Announcing	3
CTVR 262	Production Management	3
CTVR 264*	Cinematography	2
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2

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

Critical Studies Specialty

Required Courses:

CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3

Restricted Electives: (9 units)

CTVR 4	Aesthetics of Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
CTVR 140*	Television and Film Scriptwriting II	3
CTVR 280*	Cinema-Television-Radio Employment Skills	3
CWE 180	Cooperative Work Experience-Cinema_TV_Radio	1
CWE 180	Cooperative Work Experience-Cinema, TV, Radio	2
ENG 52*	The Film as Literature	3

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Current
Applications Developer
Certificate Program**

This program is designed to prepare the student for entry-level employment as an applications developer

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate key skills for employment in the areas of application development.~~
- ~~Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.~~
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students~~
- ~~Use job skills in technical professional business environments through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7A	Business Programming – Java – Beginning	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 250A	Microsoft ASP.NET - Beginning	3.5
Select from Restricted Electives		5-7
Total Units for the Certificate		18-20

Restricted Electives:

CIMP 7B*	Business Programming – JAVA - Advanced	3
CIMN 200	Introduction to Networking	3
CIMN 230	Computer Operating Systems--UNIX/LINUX	3
CIMW 245	Web Development: PHP & CMS/ Word Press E-Commerce	3
CIMN 250*	Network and Security Administration Using UNIX/Linux	3
CIMW 250B	Microsoft ASP.NET – Advanced	3
CIMW 260	Web Development: Javascript, Frameworks, JQuery and Ajax	3
CIMW 100A*	Web Site Development – HTML – Beginning	1.5
CIMW 100B*	Web Site Development – HTML – Advanced	1.5
CIMP 115	Business Programming --C#	3.5
CIMA 288	Database Reporting	3.5

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

**Revised
Applications Developer
Certificate of Achievement**

This program is designed to prepare the student for entry-level employment as an Applications Developer. **These workers develop and maintain software programs to meet specific business needs. The program encompasses a broad area of study, including programming, computer operating systems, software applications, web design and networking.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Identify and perform all stages of the Systems Development Lifecycle**
- **Apply systems development life cycle model to develop software applications**
- **Successfully code, compile, execute, and debug programs in various programming languages**

Course ID	Title	Units
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7A	Business Programming – Java -- Beginning	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 250	Microsoft ASP.NET -- Beginning	3.5
Select from Restricted Electives		5-7

Total Units for the Certificate: 18-20

Restricted Electives:

CIMP 7B*	Business Programming – Java -- Advanced	3
CIMN 200	Introduction to Networking	3
CIMP 110	Programming with Python	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMN 250*	Network and Security Administration Using UNIX/Linux	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery, and AJAX	3
CIMW 100A*	Web Site Development – HTML – Beginning	1.5
CIMW 100B*	Web Site Development – HTML – Advanced	1.5
CIMP 115	Business Programming--C#	3.5
CIMA 288	Database Reporting	3.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Current
Applications Developer
Associate in Science Degree Program**

This program is designed to prepare the student for entry-level employment as an applications developer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate key skills for employment in the areas of application development.~~
- ~~Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.~~
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students~~
- ~~Use job skills in technical professional business environments through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIMP 5	Business Programming I: Visual Basic	3.5
CIMP 7A	Business Programming: Java – Beginning	3
CIMW 105	Web Development and DB: Intro SQL and MySQL	3
CIMW 250A*	Microsoft ASP.Net – Beginning	3.5
	Select from Restricted Electives	5 - 7
Total Units for the Certificate		18 – 20

Restricted Electives:

CIMP 7B*	Business Programming – JAVA -- Advanced	3
CIMN 200	Introduction to Networking	3
CIMN-230	Computer Operating Systems: UNIX and LINUX	3
CIMW-245	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMN 250*	Network and Security Administration Using UNIX/LINUX	3
CIMW 250B*	Microsoft ASP.NET – Advanced	3.5
CIMW-260	Web Development: Javascript, Frameworks, JQuery, Ajax	3
CIMW 100A*	Web Site Development – HTML – Beginning 1.5	
CIMW 100B*	Web Site Development – HTML – Advanced 1.5	
CIMP 115±	Business Programming --C#	3.5
CIMA 288	Database Reporting	3.5

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

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

**Revised
Applications Developer
Associate in Science**

This program is designed to prepare the student for entry-level employment as an Applications Developer. **These workers develop and maintain software programs to meet specific business needs. The program encompasses a broad area of study, including programming, computer operating systems, software applications, web design and networking.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and perform all stages of the Systems Development Lifecycle
- Apply systems development life cycle model to develop software applications
- Successfully code, compile, execute, and debug programs in various programming languages

Course ID	Title	Units
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7A	Business Programming – Java -- Beginning	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 250	Microsoft ASP.NET -- Beginning	3.5
	Select from Restricted Electives	5-7
Total Units for the Major:		18-20

Restricted Electives:

CIMP 7B*	Business Programming – Java -- Advanced	3
CIMN 200	Introduction to Networking	3
CIMP 110	Programming with Python	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMN 250*	Network and Security Administration Using UNIX/Linux	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery and AJAX	3
CIMW 100A*	Web Site Development – HTML – Beginning 1.5	
CIMW 100B*	Web Site Development – HTML – Advanced 1.5	
CIMP 115	Business Programming--C#	3.5
CIMA 288	Database Reporting	3.5

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

Associate in Science Degree

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
E-Commerce Specialist
Certificate Program

~~The E-Commerce Specialist Certificate program prepares the student to apply business functions to the web. All types of business sectors and activities can be web-based, including retail, wholesale, import-export, human resources, customer service, or departments within an organization. Electronic commerce, or e-commerce, is used in public and private business, both profit and non-profit sectors, in corporations, government, small businesses, professional associations, and personal applications as well.~~ This program provides the skills for conducting business on the web, preparing an electronic approach, and managing an e-commerce web presence.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the areas of **E-commerce**.
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- Apply skills in a broad range of media appropriate for a diverse population of technical students.
- Use job skills in technical professional business environments **through meaningful internships and capstone projects.**

Course ID	Title	Units
CIMW 100A*	Web Site Development – HTML – Beginning	1.5
CIMW 100B*	Web Site Development – HTML – Advanced	1.5
CIMW 240*	Web 2.0 Design: Cascading Style Sheets	3
CIMW 110A*	Creating Web Pages: Dreamweaver – Beginning	1.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	9
Total Units for the Certificate		18

Restricted Electives:

BUS 135	Marketing	3
CIMW 245*	Web Development: PHP & CMS/WordPress – E-Commerce	3
CIMW 220A/B*	Web Animation: Flash – Beginning/Intermediate	1.5, 1.5
CIMW 110B*	Creating Web Pages: Dreamweaver – Advanced	1.5
CIMS 200*	Information Security Fundamentals	3
CIMW 235	Web Development: Adobe Fireworks	1.5
CIMA 106	Database – Access	3

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

‡Final course to be taken.

Revised
E-Commerce Specialist
Certificate of Achievement

This program provides the skills for conducting business on the web, preparing an electronic approach, and managing an e-commerce web presence.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the areas of **e-commerce**.
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- Apply skills in a broad range of media appropriate for a diverse population of technical students.
- **Use job skills in technical professional business environments.**

Course ID	Title	Units
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery, and AJAX	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3
Total Units for the Certificate:		16.5

Restricted Electives:

CIMP 7A	Business Programming – Java – Beginning	3
CIMP 7B*	Business Programming – Java – Advanced	3
BUS 135	Marketing	3
CIMW 145	Web Development – PHP, CMS and WordPress And E-Commerce	3
CIMS 200*	Information Security Fundamentals	3
CIMA 106	Database – Access	3

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

‡Final course to be taken.

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
E-Commerce Specialist
Associate in Science Degree Program

~~The E-Commerce Specialist Certificate program prepares the student to apply business functions to the web. All types of business sectors and activities can be web-based, including retail, wholesale, import-export, human resources, customer service, or departments within an organization. Electronic commerce, or e-commerce, is used in public and private business, both profit and non-profit sectors, in corporations, government, small businesses, professional associations, and personal applications as well.~~ This program provides the skills for conducting business on the web, preparing an electronic approach, and managing an e-commerce web presence.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the areas of **E-commerce**.
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- Apply skills in a broad range of media appropriate for a diverse population of technical students
- ~~Use job skills in technical professional business environments through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIMW 100A*	Web Site Development – HTML – Beginning	1.5
CIMW 100B*	Web Site Development – HTML – Advanced	1.5
CIMW 240	Web 2.0 Design: Cascading Style Sheets	3
CIMW 110A	Creating Web Pages: Dreamweaver – Beginning	1.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	9
Total Units for the Major:		18

Restricted Electives:

BUS 135	Marketing	3
CIMW 245*	Web Development: PHP & CMS/WordPress E-Commerce	3
CIMW 220A/B*	Web Animation: Flash – Beginning/Intermediate	1.5, 1.5
CIMW 110B*	Creating Web Pages: Dreamweaver – Advanced	1.5
CIMS 200*	Information Security Fundamentals	3
CIMW 235	Web Development: Adobe Fireworks	1.5
CIMA 106	Database – Access	3

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

‡Final course to be taken.

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Revised
E-Commerce Specialist
Associate in Science

This program provides the skills for conducting business on the web, preparing an electronic approach, and managing an e-commerce web presence.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the areas of **e-commerce**.
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- Apply skills in a broad range of media appropriate for a diverse population of technical students.
- **Use job skills in technical professional business environments.**

Course ID	Title	Units
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery, and AJAX	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3
Total Units for the Major:		16.5

Restricted Electives:

CIMP 7A	Business Programming – Java – Beginning	3
CIMP 7B*	Business Programming – Java – Advanced	3
BUS 135	Marketing	3
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMS 200*	Information Security Fundamentals	3
CIMA 106	Database – Access	3

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

‡Final course to be taken.

Associate in Science Degree

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
Network Administrator
Certificate Program

This program prepares the student for an entry-level position as an information systems network administrator.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Demonstrate key skills for employment in the areas of Network Administration.**
- **Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.**
- **Complete technically current and challenging ongoing education.**
- **Apply skills in a broad range of media appropriate for a diverse population of technical students.**
- **Use job skills in technical professional business environments through meaningful internships and capstone projects.**

Course ID	Title	Units
CIM 1	Computer Information Systems	4
Or		
CIM 112	Microsoft Office	3
CIMN-230	Computer Operating Systems: UNIX/ LINUX	3
CIMN 100+	Computer Operating Systems: Windows	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
	Select from Restricted Electives	6
Total Units for the Certificate		21.5-22.5

Restricted Electives:

CIMP 7A	Business Programming – JAVA – Beginning	3
CIMP 7B*	Business Programming – JAVA – Advanced	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMA 106	Database – Access	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMA 108	Business Presentations – PowerPoint	3
CIMN 240*	Fundamental UNIX/ LINUX System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ LINUX	3
CIMW 100A*	Web Site Development – HTML–Beginning	1.5
CIMW 100B*	Web Site Development – HTML – Advanced	1.5
CIMS 200*	Information Security Fundamentals	3
CIMS 230	Security+	3
CIMN 220A	MCITP Certification Exam Prep I	3
CIMN 220B	MCITP Certification Exam Prep II	3
CIMN 220C	MCITP Certification Exam Prep III	3
CIMN 220D	MCITP Certification Exam Prep IV	3
CIMN 220E	MCITP Certification Exam Prep V	3
CIMN 220F	MCITP Certification Exam Prep VI	3
CIMS 250	Cyberlaw	3
CIMN 260	Interconnecting CISCO Network Devices	3

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Revised
Network Administrator
Certificate of Achievement

This program prepares the student for an entry-level position as an information systems network administrator.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Design a basic high speed computer network to fulfill a customer's requirements.**
- **Demonstrate ability to physically assemble and cable a basic high speed computer network.**
- **Program and configure network components for basic network connectivity.**
- **Demonstrate key skills for employment in the area of Network Administrator.**

Course ID	Title	Units
CIM 1	Computer Information Systems	4
Or		
CIM 112	Microsoft Office	3
CIMN 130	Computer Operating Systems – UNIX/ Linux	3
CIMN 100+	Computer Operating Systems – Windows	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
	Select from Restricted Electives	6

Total Units for the Certificate: 21.5-22.5

Restricted Electives:

CIMP 7A	Business Programming – Java – Beginning	3
CIMP 7B*	Business Programming – Java – Advanced	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMA 106	Database – Access	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMA 108	Business Presentations – PowerPoint	3
CIMN 240*	Fundamental UNIX/ Linux System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ Linux	3
CIMW 100A*	Web Site Development – HTML–Beginning	1.5
CIMW 100B*	Web Site Development – HTML -- Advanced	1.5
CIMS 200*	Information Security Fundamentals	3
CIMS 230	Security+	3
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B	MCSE Certification Exam Prep II	3
CIMN 220C	MCSE Certification Exam Prep III	3
CIMS 250	Cyberlaw	3
CIMN 260	CISCO CCNA	3

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Current
Network Administrator
Associate in Science Degree Program**

This program prepares the student for an entry-level position as an information systems network administrator.

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate key skills for employment in the areas of Network Administration.~~
- ~~Demonstrate comprehensive, broad-range introductory computer competencies targeting a diverse and multicultural workforce.~~
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students.~~
- ~~Use job skills in technical professional business environments through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIM 1 Or CIM 112	Computer Information Systems	4
CIMN 230	Microsoft Office	3
CIMN 100+	Computer Operating Systems: UNIX/LINUX	3
CIMN 200	Computer Operating Systems: Windows	3
CIMN 210	Introduction to Networking	3
	Networking Essentials and Technologies	3.5
	Select from Restricted Electives	6

Total Units for the Major: 21.5-22.5

Restricted Electives:

CIMP 7A	Business Programming – JAVA – Beginning	3
CIMP 7B*	Business Programming – JAVA – Advanced	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMA 106	Database – Access	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMA 108	Business Presentations – PowerPoint	3
CIMN 240*	Fundamental UNIX/ LINUX System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ LINUX	3
CIMW 100A*	Web Site Development – HTML-Beginning	1.5
CIMW 100B*	Web Site Development – HTML – Advanced	1.5
CIMS 200*	Information Security Fundamentals	3
CIMS 230	Security+	3
CIMN 220A	MCITP Certification Exam Prep I	3
CIMN 220B	MCITP Certification Exam Prep II	3
CIMN 220C	MCITP Certification Exam Prep III	3
CIMN 220D	MCITP Certification Exam Prep IV	3
CIMN 220E	MCITP Certification Exam Prep V	3
CIMN 220F	MCITP Certification Exam Prep VI	3
CIMS 250	Cyberlaw	3
CIMN 260	Interconnecting CISCO Network Devices	3

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

**Revised
Network Administrator
Associate in Science**

This program prepares the student for an entry-level position as an information systems network administrator.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Design a basic high speed computer network to fulfill a customer's requirements.
- Demonstrate ability to physically assemble and cable a basic high speed computer network.
- Program and configure network components for basic network connectivity.
- Demonstrate key skills for employment in the area of Network Administrator.

Course ID	Title	Units
CIM 1 Or CIM 112	Computer Information Systems	4
CIMN 130	Microsoft Office	3
CIMN 100+	Computer Operating Systems – UNIX/Linux	3
CIMN 200	Computer Operating Systems – Windows	3
CIMN 210	Introduction to Networking	3
	Networking Essentials and Technologies	3.5
	Select from Restricted Electives	6

Total Units for the Major: 21.5-22.5

Restricted Electives:

CIMP 7A	Business Programming – Java – Beginning	3
CIMP 7B*	Business Programming – Java – Advanced	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMA 106	Database – Access	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMA 108	Business Presentations – PowerPoint	3
CIMN 240*	Fundamental UNIX/ LINUX System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ LINUX	3
CIMW 100A*	Web Site Development – HTML-Beginning	1.5
CIMW 100B*	Web Site Development – HTML -- Advanced	1.5
CIMS 200*	Information Security Fundamentals	3
CIMS 230	Security+	3
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B	MCSE Certification Exam Prep II	3
CIMN 220C	MCSE Certification Exam Prep III	3
CIMS 250	Cyberlaw	3
CIMN 260	CISCO CCNA	3

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Associate in Science Degree

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Current
Software Specialist
Certificate Program**

The Software Specialist Certificate program prepares the student for an entry-level position as a knowledge worker in the technical work environment using industry-standard software packages.

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate key skills for employment with industry standard technical software packages.~~
- ~~Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.~~
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students.~~
- ~~Use job skills in technical professional business environments through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIM 10	Introduction to Information Systems	3
Or		
CIM 112	Microsoft Office	3
CIMA 102+	Word Processing: Word	3
CIMA 104+	Spreadsheets: Excel	3
CIMA 106	Databases: Access	3
CIMA 108	Business Presentations – PowerPoint	3
	Select from Restricted Electives	3

Total Units for the Certificate: 18

Restricted Electives:

CIM 121 A/B*/C*	Keyboarding for Computers – Beginning/Intermediate/Advanced	1.5, 1.5, 1.5
CIMN 100+	Computer Operating Systems: Windows	3
CIMN 230	Computer Operating Systems: Unix/Linux	3
CIMA 212	Managing Projects with Microsoft Project	3
CIMA 223A*/B*	Computerized Accounting: Quickbooks- Beginning/Advanced	1.5, 1.5
CIM 274A/B	Web Digital Imagery: Photoshop – Beginning/Advanced	1.5, 1.5
CIMW 207	Social Media & Web Fundamentals	1.5
CIMW 110A*/B*	Creating Web Pages: Dreamweaver – Beginning/Advanced	1.5, 1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

**Revised
Software Specialist
Certificate of Achievement**

The Software Specialist Certificate program prepares the student for an entry-level position as a knowledge worker in the technical work environment using industry-standard software packages.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment using industry-standard software.
- Apply skills in a broad range of media appropriate for a diverse population of technical students.
- Use job skills in technical professional business environments.

Course ID	Title	Units
CIM 1	Computer Information Systems	4
Or		
CIM 112	Microsoft Office	3
CIMA 102+	Word Processing - Word	3
CIMA 104+	Spreadsheets - Excel	3
CIMA 106	Database - Access	3
CIMA 108	Business Presentations – PowerPoint	3
	Select from Restricted Electives	3

Total Units for the Certificate: 18-19

Restricted Electives:

CIM 10	Introduction to Information Systems	3
CIM 121 A/B*/C*	Keyboarding for Computers – Beginning/Intermediate/Advanced	1.5, 1.5, 1.5
CIMW 134	Web Digital Media- Photoshop and Intro to Video Editing	3
CIMA 202	Advanced Word Processing – Word	3
CIMA 204	Advanced Spreadsheets – Excel	3
CIMA 206	Advanced Database – Access	3
CIMA 212	Managing Projects with Microsoft Project	3
CIMA 223A*	Computerized Accounting--Quickbooks- Beginning 1.5	
CIMA 223B*	Computerized Accounting--Quickbooks – Advanced 1.5	
CIMN 100+	Computer Operating Systems: Windows	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMW 207	Social Media & Web Fundamentals	1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Current
Software Specialist
Associate in Science Degree Program**

This program prepares the student for an entry-level position as an information systems Software Specialist.

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate key skills for employment with industry-standard technical software packages.~~
- ~~Demonstrate comprehensive, broad-range introductory computer competencies targeting a diverse and multicultural workforce.~~
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students.~~
- ~~Use job skills in technical professional business environments through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIM 10	Introduction to Information Systems	3
Or		
CIM 112	Microsoft Office	3
CIMA 102+	Word Processing: Word	3
CIMA 104+	Spreadsheets: Excel	3
CIMA 106	Database: Access	3
CIMA 108	Business Presentations – PowerPoint	3
	Select from Restricted Electives	3

Total Units for the Major: 18

Restricted Electives:

CIM 121 A/B*/C*	Keyboarding for Computers – Beginning/Intermediate/Advanced	1.5, 1.5, 1.5
CIMN 100+	Computer Operating Systems: Windows	3
CIMN 230	Computer Operating Systems: Unix/Linux	3
CIMA 212	Managing Projects with Microsoft Project	3
CIMA 223A*/B*	Computerized Accounting: Quickbooks- Beginning/Advanced	1.5, 1.5
CIM 274A/B	Web Digital Imagery: Photoshop – Beginning/Advanced	1.5, 1.5
CIMW 207	Social Media & Web Fundamentals	1.5
CIMW 110A*/B*	Creating Web Pages: Dreamweaver – Beginning/Advanced	1.5, 1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

**Revised
Software Specialist
Associate in Science**

This program prepares the student for an entry-level position as an information systems Software Specialist.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Demonstrate key skills for employment using industry-standard software.**
- **Apply skills in a broad range of media appropriate for a diverse population of technical students.**
- **Use job skills in technical professional business environments.**

Course ID	Title	Units
CIM 1	Computer Information Systems	4
Or		
CIM 112	Microsoft Office	3
CIMA 102+	Word Processing - Word	3
CIMA 104+	Spreadsheets - Excel	3
CIMA 106	Database - Access	3
CIMA 108	Business Presentations – PowerPoint	3
	Select from Restricted Electives	3

Total Units for the Major: 18-19

Restricted Electives:

CIM 10	Introduction to Information Systems	3
CIM 121 A/B*/C*	Keyboarding for Computers – Beginning/Intermediate/Advanced	1.5, 1.5, 1.5
CIMW 134	Web Digital Media: Photoshop and Intro to Video Editing	3
CIMA 202	Advanced Word Processing – Word	3
CIMA 204	Advanced Spreadsheets – Excel	3
CIMA 206	Advanced Database – Access	3
CIMA 212	Managing Projects with Microsoft Project	3
CIMA 223A*	Computerized Accounting--Quickbooks- Beginning 1.5	
CIMA 223B*	Computerized Accounting--Quickbooks – Advanced 1.5	
CIMN 100+	Computer Operating Systems: Windows	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMW 207	Social Media & Web Fundamentals	1.5

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

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Associate in Science Degree

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
Web Designer
Certificate Program

The **Web Designer Certificate program** prepares the student to develop a web presence for businesses, organizations, and individuals in communication, marketing, and data management through the development of a website. Students will learn how to reach an audience and communicate ideas. The program includes basic and advanced software skills, developing a mission, goals, and the promotion and maintenance of a website.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment ~~with industry standard technical Website Design.~~
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- **Demonstrate** skills in a broad range of media appropriate for a diverse population of technical students.
- Use job skills in technical professional business environments through meaningful internships and capstone projects.

Course ID	Title	Units
CIMW 220	Web and Mobile 3D & 2D Animation – Adobe Flash 3	3
Or		
CIMW 220A/B	Web Animation: Flash – Beginning/Advanced	1.5, 1.5
CIMW 100A*	Web Site Development – HTML–Beginning	1.5
CIM 274A	Web Digital Imagery – Photoshop –Beginning	1.5
CIMW 100A/B	Creating Web Pages: Dreamweaver –	
	Beginning/Advanced	1.5, 1.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	6

Total Units for the Certificate: **18**

Restricted Electives:

CIMW 105	Web Development and DB – INTRO SQL and MySQL	3
CIMW 245	Web Development: PHP & CMS/Word-Press	
	E-Commerce	3
CIMW 250A	Microsoft ASP.NET –Beginning	3.5
CIMW 260	Web Development: JAVASCRIPT, FRAMEWORKS, JQUERY, AJAX	3
CIMW 240	Web 2.0 Design: Cascading Style Sheets	3
CIM 274B*	Web Digital Imagery – Photoshop – Advanced	1.5
CIMW 235	Web Development: Adobe Fireworks	1.5

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

‡Final course to be taken

Revised
Web Designer
Certificate of Achievement

This **certificate** prepares the student to develop a web presence for businesses, organizations, and individuals in communication, marketing, and data management through the development of a website. Students will learn how to reach an audience and communicate ideas. The program includes basic and advanced software skills, developing a mission, goals, and the promotion and maintenance of a website.

Program Student Learning Outcomes

Students who complete this program will be able to:

1. Demonstrate key skills for employment **as a Web Designer.**
2. Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
3. Complete technically current and challenging ongoing education.
4. **Apply** skills in a broad range of media appropriate for a diverse population of technical students.
5. Use job skills in technical professional business environments through internships and capstone projects.

Course ID	Title	Units
CIMW 134	Web Digital Media- Photoshop and Intro to Video Editing	3
CIMW 100A*	Web Site Development – HTML–Beginning	1.5
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	5-6.5

Total Units for the Certificate: **17-18.5**

Restricted Electives:

CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 100B*	Web Site Development – HTML--Advanced	1.5
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMW 250	Microsoft ASP.NET--Beginning	3.5
CIMW 160	Web Development – JavaScript, Frameworks, JQuery and AJAX	3

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

‡Final course to be taken

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
Web Designer

Associate in Science Degree Program

~~The Web Designer Certificate program~~ prepares the student to develop a web presence for businesses, organizations, and individuals in communication, marketing, and data management through the development of a website. Students will learn how to reach an audience and communicate ideas. The program includes basic and advanced software skills, developing a mission, goals, and the promotion and maintenance of a website.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment ~~with industry standard technical Website Design.~~
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- **Demonstrate** skills in a broad range of media appropriate for a diverse population of technical students.
- Use job skills in technical professional business environments through meaningful internships and capstone projects.

Course ID	Title	Units
CIMW 220	Web and Mobile 3D & 2D Animation – Adobe Flash 3	3
CIMW 220A/B	Web Animation: Flash – Beginning/Advanced	1.5, 1.5
CIMW 100A*	Web Site Development – HTML–Beginning	1.5
CIM 274A	Web Digital Imagery – Photoshop – Beginning	1.5
CIMW 100A/B	Creating Web Pages: Dreamweaver – Beginning/Advanced	1.5, 1.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	6
Total Units for the Major:		18
Restricted Electives:		
CIMW 105	Web Development and DB – INTRO SQL And MySQL	3
CIMW 245	Web Development: PHP & CMS/Word Press E-Commerce	3
CIMW 250A	Microsoft ASP.NET–Beginning	3.5
CIMW 260	Web Development: JAVASCRIPT, FRAMEWORKS, JQUERY, AJAX	3
CIMW 240	Web 2.0 Design: Cascading Style Sheets	3
CIMW 274B*	Web Digital Imagery – Photoshop – Advanced	1.5
CIMW 235	Web Development: Adobe Fireworks	1.5

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

‡Final course to be taken

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Revised
Web Designer
Associate in Science

This degree prepares the student to develop a web presence for businesses, organizations, and individuals in communication, marketing, and data management through the development of a website. Students will learn how to reach an audience and communicate ideas. The program includes basic and advanced software skills, developing a mission, goals, and the promotion and maintenance of a website. **The Web Designer degree provides the student with skills to gain employment as an entry level Web Designer and prepares them for transfer to a 4-year program to earn a bachelor's degree.**

Program Student Learning Outcomes

Students who complete this program will be able to:

1. Demonstrate key skills for employment **as a Web Designer.**
2. Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
3. Complete technically current and challenging ongoing education.
4. **Apply** skills in a broad range of media appropriate for a diverse population of technical students.
5. Use job skills in technical professional business environments through internships and capstone projects.

Course ID	Title	Units
CIMW 134	Web Digital Media- Photoshop and Intro to Video Editing	3
CIMW 100A*	Web Site Development – HTML–Beginning	1.5
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	5-6.5
Total Units for the Major:		17-18.5
Restricted Electives:		
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 100B*	Web Site Development – HTML–Advanced	1.5
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMW 250	Microsoft ASP.NET–Beginning	3.5
CIMW 160	WEB Development – JavaScript, Frameworks, JQuery and AJAX	3

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

‡Final course to be taken

Associate in Science Degree

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
Webmaster

Certificate Program

The Webmaster ~~Certificate~~ program prepares the student to build and administer a website and set up and maintain its web server. Students learn the technical aspect of server-level concerns of web construction and management to efficiently run websites in business and government organizations or for individuals. Topics include networking, security, web development, and database administration.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment ~~in the area of website design and administration.~~
- Demonstrate comprehensive, broad range ~~introductory~~ computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- **Demonstrate** skills in a broad range of media appropriate for a diverse population of technical students.
- Use job skills in technical professional business environments ~~through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIMP 7A	Business Programming – JAVA —Beginning	3
CIMN 230	Computer Operating Systems—UNIX and LINUX	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
CIMW 250A	Microsoft ASP.NET—Beginning	3.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3

Total Units for the Certificate: **20.5**

Restricted Electives:

CIMW 240	Web 2.0 Design—Cascading Style Sheets	3
CIMP 7B*	Business Programming – JAVA —Advanced	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 105	Web Development and DB – Intro SQL and MYSQL	3
CIMN 240*	Fundamental UNIX/ LINUX System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ LINUX	3
CIMW 250B	Microsoft ASP.NET—Advanced	3.5
CIMS 200*	Information Security Fundamentals	3

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

‡Final course to be taken

Revised
Webmaster

Certificate of Achievement

The Webmaster program prepares the student to build and administer a website and set up and maintain its web server. Students learn the technical aspect of server-level concerns of web construction and management to efficiently run websites in business and government organizations or for individuals. Topics include networking, security, web development, and database administration.

Program Student Learning Outcomes

Students who complete this program will be able to:

1. Demonstrate key skills for employment in the area of webmaster.
2. Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.
3. Complete technically current and challenging ongoing education.
4. **Apply** skills in a broad range of media appropriate for a diverse population of technical students.
5. Use job skills in technical professional business environments.

Course ID	Title	Units
CIMP 7A	Business Programming – Java —Beginning	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
CIMW 250	Microsoft ASP.NET—Beginning	3.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3-4.5

Total Units for the Certificate: **20.5-22**

Restricted Electives:

CIMP 7B*	Business Programming – Java —Advanced	3
CIMN 240*	Fundamental UNIX/ Linux System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ Linux	3
CIMS 200*	Information Security Fundamentals	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3

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

‡Final course to be taken

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current
Webmaster
Associate in Science Degree Program

The Webmaster **Certificate** program prepares the student to build and administer a website and set up and maintain its web server. Students learn the technical aspect of server-level concerns of web construction and management to efficiently run websites in business and government organizations or for individuals. Topics include networking, security, web development, and database administration.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment **in the area of website design and administration.**
- Demonstrate comprehensive, broad range **introductory** computer competencies targeting a diverse and multicultural workforce.
- Complete technically current and challenging ongoing education.
- **Demonstrate** skills in a broad range of media appropriate for a diverse population of technical students.
- Use job skills in technical professional business environments **through meaningful internships and capstone projects.**

Course ID	Title	Units
CIMP 7A	Business Programming – JAVA —Beginning	3
CIMN 230	Computer Operating Systems-UNIX and LINUX	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
CIMW 250A	Microsoft ASP.NET—Beginning	3.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3

Total Units for the Major: **18**

Restricted Electives:

CIMW 240	Web 2.0 Design: Cascading Style Sheets	3
CIMP 7B*	Business Programming – JAVA —Advanced	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 105	Web Development and DB – Intro SQL and MYSQL	3
CIMN 240*	Fundamental UNIX/ LINUX System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ LINUX	3
CIMW 250B	Microsoft ASP.NET – Advanced	3.5
CIMS 200*	Information Security Fundamentals	3

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

‡Final course to be taken

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Revised
Webmaster
Associate in Science

The Webmaster program prepares the student to build and administer a website and set up and maintain its web server. Students learn the technical aspect of server-level concerns of web construction and management to efficiently run websites in business and government organizations or for individuals. Topics include networking, security, web development, and database administration.

Program Student Learning Outcomes

Students who complete this program will be able to:

1. Demonstrate key skills for employment in the area of webmaster.
2. Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.
3. Complete technically current and challenging ongoing education.
4. **Apply** skills in a broad range of media appropriate for a diverse population of technical students.
5. Use job skills in technical professional business environments.

Course ID	Title	Units
CIMP 7A	Business Programming – Java —Beginning	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
CIMW 250	Microsoft ASP.NET—Beginning	3.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3-4.5

Total Units for the Major: **20.5-22**

Restricted Electives:

CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMP 7B*	Business Programming – Java —Advanced	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMN 240*	Fundamental UNIX/ Linux System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/ Linux	3
CIMS 200*	Information Security Fundamentals	3

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

‡Final course to be taken

Associate in Science Degree

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Current

Dance Associate in Arts Degree Program

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Perform basic~~ positions and qualities with body awareness and alignment specific to the dance technique given in class.
- ~~Demonstrate proficiency by performing movement combinations specific to the technique given in class.~~
- ~~Successfully demonstrate knowledge of~~ dance terminology through writing and various forms of expression.
- Identify technical support through the staging of choreographic works in a dance performance.
- Create dances using phrasing, variations and other elements of design ~~in choreography.~~
- ~~Demonstrate knowledge of a particular dance form through a variety of written assignments which may include: critiques, internet research, reading assignments, essays, exams and/or discussions in class.~~

~~The following course of study must be completed to fulfill major requirements for the Associate Degree in Dance:~~

Course ID	Title	Units
DANC 9	Choreography	3
DANC 10	Dance Production	2
or		
DANC 11	Dance Rehearsal and Performance	2
DANC 52	Ballet Dancing Level I	1-1.5
DANC 53*	Intermediate Ballet	1-1.5
DANC 55*	Modern Dance Level I	1-1.5
DANC 56*	Intermediate Modern Dance	1-1.5
DANC 58	Jazz Dancing Level I	1-1.5
DANC 64	History of Dance	3
	Select from Restricted Electives	5.5-8

Total Units for the Major ~~48.5-23.5~~

Restricted Electives:

DANC ~~51, 54, 57,~~ 59*, 60, 61*, 62*, 63, 65, 66, 67, 68; ETT 42;
~~KNES 28.~~

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

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

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

Revised
Dance Associate in Arts

The curriculum in the Dance degree is presented in an active learning environment where students are trained in both dance technique and theory classes to prepare them for future careers in the performing arts and related fields. Courses cover major dance technique forms, choreography, dance production, dance history and somatic practices. Upon completion of the Dance A.A. degree, students will be prepared to transfer to a four-year institution to pursue a baccalaureate or higher degree in dance or a related field; colleges to which they might considering transferring include CSU Dominguez Hills, CSU Los Angeles, SFSU, CSU Sonoma, UC Berkeley, UC Davis, UC Riverside and UC San Diego. Some B.A./B.F.A in Dance programs require an audition; students should check the transfer requirements for individual schools. While a baccalaureate degree is recommended, students completing their Dance A.A. will also be eligible to audition and apply for opportunities in the dance field, including as a performer with professional companies or touring productions, a teacher at a dance studio, or a choreographer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate fundamental positions and qualities with body awareness and alignment in rehearsal and/or performance specific to the technique given in class.
- Perform movement combinations with performance quality, strength, rhythm, balance and flexibility specific to the technique assigned.
- Accurately apply dance terminology, vocabulary, and concepts through writing, performance and/or various forms of expression.
- Identify technical support through the staging of choreographic works in a dance performance.
- Create dances using phrasing, variations, abstraction and other elements of design for a theatrical or informal performance.
- Describe particular dance forms.
- Make connections between dance and the arts and humanities to demonstrate knowledge and an appreciation of factors that influenced and helped to mold various dance forms.

Course ID	Title	Units
DANC 9	Choreography	3
DANC 10	Dance Production	<u>1-2</u>
or		
DANC 11	Dance Rehearsal and Performance	<u>1-2</u>
DANC 12*	Intermediate Dance Production	1
or		
DANC 14*	Intermediate Dance Rehearsal and Performance	1
DANC 52	Ballet Dancing Level I	1-1.5

SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018

DANC 53*	Intermediate Ballet	1-1.5
DANC 54	Introduction to Modern Dance	1-1.5
DANC 55*	Modern Dance Level I	1-1.5
DANC 57	Introduction to Jazz Dancing	1-1.5
DANC 58	Jazz Dancing Level I	1-1.5
DANC 64	History of Dance	3
MUS 20	Music Appreciation	3
	Select from Restricted Electives	5-6

Total Units for the Major 22-27

Restricted Electives:

DANC 15*	Repertory I	1-2
DANC 16*	Repertory II	1
DANC 17	Site Specific Performance	1
DANC 18*	Dance Ensemble Performance	2
DANC 28	Yoga for Dancers	1.5
DANC 59*	Intermediate Jazz Dancing	1-1.5
DANC 60	Introduction to Tap Dancing	1
DANC 61	Tap Dancing Level I	1
DANC 62*	Intermediate Tap Dancing	1
DANC 63	Exercise for Dancers	1
DANC/ KNES 65	Introduction to Mat Pilates	1-1.5
DANC 66	Introduction to Latin Dance	1
DANC 67*	Pointe Ballet	1-1.5
DANC 68	Introduction to Social Dance	1
DANC 69*	Intermediate Social Dance	1
DANC 70*	Intermediate Latin Dance	1
DANC 71*	Advanced Ballet	1-1.5
DANC 72*	Advanced Modern Dance	1-1.5
DANC 73*	Advanced Jazz Dance	1
DANC 74	Multicultural Dance History in the	
	United States	3
DANC 75*	Advanced Tap Dance	1
DANC 78	Hip Hop	1
DANC 79*	Hip Hop Level I	1
DANC 80*	Intermediate Hip Hop	1
DANC 81*	Advanced Hip Hop	1
DANC 108	Dance Pedagogy	3
DANC 119*	Choreography II	3
DANC 182	African Dance I	1
DANC 183	African Dance II	1
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3

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

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

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Current		
Associate in Science in Early Childhood Education for Transfer Degree		
The curriculum in the Associate in Science in Child Development for Transfer is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers, earning the Associate degree may support attempts to gain entry-level employment in social services or promotion.		
Course ID	Title	Units
Core Courses		
ED-101*	Principles and Practices of Teaching Young Children	3
ED-105	Child, Family, and Community	3
ED-107	Child Growth and Development	3
ED-110*	Introduction to Early Childhood Curriculum	3
ED-112*	Health, Safety, and Nutrition	3
ED-117*	Teaching in a Diverse Society	3
ED-120*	Observations and Assessment	3
ED-121*	Practicum: The Student Teaching Experience	5
Total Units for the Major:		26

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

Revised		
Associate in Science in Early Childhood Education for Transfer Degree		
The curriculum in <u>this program is designed prepare students to be teachers and caregivers for young children ages 0-8 and to provide the transfer student an opportunity to achieve an Associate Degree for Transfer in Early Childhood Education by providing the necessary breadth in the field aligned to state and national standards, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education. Developmental and learning theory and strategies related to the unique care and education needs of young children will be studied and applied. Family collaboration and culturally responsive practice will be emphasized. Students who complete this degree meet the educational requirements for the Teacher level of the Child Development Permit. Students who complete this degree receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.</u>		

Program Student Learning Outcomes

Student who complete this program will be able to:

- Describe developmental milestones for children in the areas of physical, psychosocial, cognitive, and language development.
- Identify environmental cultural, familial, economic, political, and historical contexts that influence all children's development.
- Demonstrate a range of skills and knowledge related to the unique need of children ages 0-8 years.
- Apply developmental theory, knowledge of child development, DCLAP, and research based teaching strategies to develop curriculum for the unique educational needs of young children individually and in group care settings.
- Demonstrate developmentally appropriate observation, assessment, and documentation skills that can be applied to interpretations of growth and development, planning, and identification of individual needs.
- Demonstrate professional skills including ethical practice, reflective practice, written and verbal communication, collaboration, advocacy, and identification of personal qualifications in relationship to state and national requirements for teachers of young children.

Course ID	Title	Units
Core Courses		
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
CDE 101*	Principles and Practices of Teaching Young Children	3
CDE 110*	Introduction to Curriculum	3
CDE 120*	Observation and Assessment	3
CDE 121*	Practicum-The Student Teaching Experience	5
CDE 112*	Health, Safety, and Nutrition	3
CDE 117*	Teaching in a Diverse Society	3
Total Units for the Major:		26

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

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Current
Gerontology Certificate Program

The Gerontology Certificate Program is a multidisciplinary approach to the study of aging, the aging process, and working with older adults. Biological, sociological, and psychological aspects of aging are explored. The program aims to educate individuals seeking a career in Gerontology, pursuing advancement in their careers, and who desire to expand their knowledge for personal growth. The certificate program allows students to choose elective courses and provides suggested pathways and career objectives. Employment opportunities may include: business, marketing, environmental design, nutrition, health, recreation, fitness, food services/preparation, social/human services, senior communities, home health care, caregiving, and travel. Additional certification, degrees, and/or training may be required for the fields listed depending on the employer and occupation.

Course ID	Title	Units
Core/Required Courses		
SOC 180	Introduction to Gerontology	3
SOC 126	Death and Dying	3
PSYC 125*	Psychology of Aging	3
SOC 125	Sociology of Aging	3
	Select from Restricted Electives	9-10
Total		21-22

Restricted Electives — Pathways are suggested areas of focus, but completion of any of the courses on the restricted electives list can be used to complete the elective unit requirement.

Pathway 1 - Business

ACCT 120	Introduction to Financial Planning	3
BUS-116	Personal Law, Street Law	3
BUS 135	Marketing	3
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 2 – Environmental Design

ARCH 124A	Architectural Drawing I	4
ARCH 219*	Residential and Commercial Space Planning 4	
ARCH 163	International Building Code Inspection	4
ID 214*	Bath Design	3
Or		
ID 215*	Kitchen Design 3	
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 3 – Food/Nutrition

FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 161*	Nutrition for Health Occupations	2
FN 169	Lifecycle Nutrition	3
FN 210	Servsafe in Food Production	1
FN 232*	Techniques of Healthy Cooking	2
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 4 – Health

HLTH 1	Contemporary Health Issues	3
HLTH 2	First AID, CPR, and Automated External Defibrillator	1.5
HSC 233	Legal and Ethical Aspects of Health Information	3
HSC 291	Management of Aggressive Behavior in Healthcare Settings	.5
HIT 203	Alternative Healthcare Delivery System	2
MA 206	Introduction to Medical Assisting	3
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 5 – Recreation/Fitness

HSC/KNEA 151	Intro to Therapy and Career Exploration Of Rehabilitation	3
KNES 51	Introduction to Kinesiology	3
KNES 52	Fundamentals of Human Movement	3
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 6 – Human Services

HS 100*	Introduction to Human Services	3
HS 140	Group Leadership and Group Process	3
HS 174	Case Administration, Crisis Intervention And Referral	3
HS 220	Benefits and Entitlement	3
HS 285	Ethical Issues and Client's Rights	3
SOC 10	Introduction to Marriage and The Family	3
HS 131	Multicultural and Diverse Populations In the United States	3

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

Revised
Gerontology Certificate of Achievement

The Gerontology Certificate Program is a multidisciplinary approach to the study of aging, the aging process, and working with older adults. Biological, sociological, and psychological aspects of aging are explored. The program aims to educate individuals seeking a career in Gerontology, pursuing advancement in their careers, and who desire to expand their knowledge for personal growth. The certificate program allows students to choose elective courses and provides suggested pathways and career objectives. Employment opportunities may include: business, marketing, environmental design, nutrition, health, recreation, fitness, food services/preparation, social/human services, senior communities, home health care, caregiving, and travel. Additional certification, degrees, and/or training may be required for the fields listed depending on the employer and occupation.

Program Student Learning Outcomes

Student who complete this program will be able to:

- **Explain the key concepts associated with the study of aging and gerontology.**
- **Apply theoretical perspectives to analyze current and historical topics associated with the study of aging and gerontology.**
- **Describe the physical, social, familial, and community support networks for aging individuals.**
- **Explain end-of-life issues and decisions, as well as the topics of bereavement, grief, and mourning.**
- **Identify and evaluate community support services, agencies, and careers focused on the aging community.**
- **Demonstrate skills in one of the suggested pathways of study within the certificate program.**

Course ID	Title	Units
Core/Required Courses		
SOC 180	Introduction to Gerontology	3
SOC 126	Death and Dying	3
PSYC 125*	Psychology of Aging	3
SOC 125	Sociology of Aging	3
	Select from Restricted Electives	9-10
Total		21-22

Restricted Electives — Pathways are suggested areas of focus, but completion of any of the courses on the restricted electives list can be used to complete the elective unit requirement.

Pathway 1 - Business

ACCT 120	Introduction to Financial Planning	3
BUS 16	Personal Law, Street Law	3
BUS 135	Marketing	3
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 2 – Environmental Design

ARCH 124A	Architectural Drawing I	4
ARCH 219*	Residential and Commercial Space Planning 4	
ARCH 163	International Building Code Inspection	4
ID 214*	Bath Design	3
Or		
ID 215*	Kitchen Design	3
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 3 – Food/Nutrition

FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 161*	Nutrition for Health Occupations	2
FN 169	Lifecycle Nutrition	3
FN 210	Servsafe in Food Production	1
FN 232*	Techniques of Healthy Cooking	2
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 4 – Health

HLTH 1	Contemporary Health Issues	3
HLTH 2	First AID, CPR, and Automated External Defibrillator	1.5
HSC 233	Legal and Ethical Aspects of Health Information	3
HSC 291	Management of Aggressive Behavior in Healthcare Settings	.5
HIT 203	Alternative Healthcare Delivery Systems	2
MA 206	Introduction to Medical Assisting	3
HS 131	Multicultural and Diverse Populations In the United States	3

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Pathway 5 – Recreation/Fitness

HSC/KNEA 151	Intro to Therapy and Career Exploration Of Rehabilitation	3
KNES 51	Introduction to Kinesiology	3
KNES 52	Fundamentals of Human Movement	3
HS 131	Multicultural and Diverse Populations In the United States	3

Pathway 6 – Human Services

HS 100*	Introduction to Human Services	3
HS 140	Group Leadership and Group Process	3
HS 174	Case Administration, Crisis Intervention And Referral	3
HS 220	Benefits and Entitlement	3
HS 285	Ethical Issues and Client's Rights	3
SOC 10	Introduction to Marriage and The Family	3
HS 131	Multicultural and Diverse Populations In the United States	3

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

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Current

Kinesiology Associate in Arts Degree Program

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate cognitive knowledge of fitness terminology and training in a specific subject area.
- Correctly perform the skills or strategy for a particular fitness activity or sport.
- Display effective gains through social interactions, teamwork, and sportsmanship in Kinesiology courses.
- Distinguish and articulate fundamental concepts or skills of a specific activity or sport.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
HLTH 1	Contemporary Health Issues	3
or		
HLTH 3	Women's Health Issues	3
HLTH 2	Responding to Emergencies /First Aid and CPR	1.5
KNES 51	Introduction to Kinesiology and Athletics	3
KNES 52	Fundamentals of Human Movement	3
	and	
	A minimum of 3 units in Training and Theory selected from the following: KNES 53, 54*, 105	3
	and	
	A minimum of 6 units in Kinesiology activity-skills courses from at least 4 of the following areas:	
	(1) Fitness	
	(2) Individual Sports	
	(3) Aquatics	
	(4) Dance	
	(5) Team Sports	
	(6) Combative Skills	
	Note: Intercollegiate Athletics may be applied in appropriate areas.	6
Total Units for the Major		19.5

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

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BIO 11, 20; KNES 107; PSYC 1; SP 1 or 5.

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**Revised
Kinesiology Associate in Arts**

The curriculum in the Kinesiology Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. **Kinesiology provides a critical element in a comprehensive, well-balanced educational program. The learning opportunities offered in this area can be an essential factor to the optimum development of a student in all areas of life; physical, mental, emotional, and social. Kinesiology courses contribute significantly toward the achievement of desirable educational outcomes, such as transfer to four-year colleges and universities, and prepares students for successful outcomes through the means of physical activity and related experiences.** While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the Associate degree may support attempts to gain entry-level employment or promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate cognitive knowledge of fitness terminology and training in a specific subject area.
- Correctly perform the skills or strategy for a particular fitness activity or sport.
- Display affective gains through social interactions, teamwork, and sportsmanship in Kinesiology courses.
- Distinguish and articulate fundamental concepts or skills of a specific activity or sport.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
FN 50	Fundamentals of Nutrition	3
HLTH 1	Contemporary Health Issues	3
or		
HLTH 3	Women's Health Issues	3
HLTH 2	First Aid, CPR, <u>and Automated</u>	
	<u>External Defibrillator</u>	1.5
KNES 51	<u>Introduction to Kinesiology</u>	3
KNES 52	Fundamentals of Human Movement	3
BIO 20	Introduction to Biology	4
	<u>or</u>	
	<u>1 year of high school biology with</u>	
	<u>a grade of "C" or better</u>	
BIO 11*	Human Anatomy	4
	<u>Select One Course from Training</u>	
	<u>and Theory</u>	<u>3</u>
	<u>Required Movement Based Skills</u>	
	<u>Courses</u>	<u>7</u>
	<u>Select One Additional Movement Based</u>	
	<u>Skill Course from the Provided</u>	
	<u>List</u>	<u>1-1.5</u>
Total Units for the Major		<u>28.5-33</u>

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Training and Theory (3 units):

KNES 53	<u>Introduction to Athletic Training</u>	3
KNES 54*	<u>Principles and Fundamentals of Coaching</u>	3
KNES 105	<u>Mental Skills for Sports Performance</u>	3

Required Movement Based Skills Courses: Select 7 Courses from the Following in at Least 4 Areas (7 units)

Aquatics

<u>KNES 41<<</u>	<u>Swimming for Nonswimmers</u>	<u>1</u>
<u>or</u>		
<u>KNES 42*<<</u>	<u>Intermediate Swimming</u>	<u>1</u>
<u>KNES 44*</u>	<u>Aquatic Conditioning</u>	<u>1</u>
<u>KNES 49</u>	<u>Aqua Aerobics</u>	<u>1</u>

Combative

<u>KNES 90</u>	<u>Beginning Self-Defense</u>	<u>1</u>
<u>KNES 93</u>	<u>Beginning Karate</u>	<u>1</u>

Fitness

<u>KNES 1</u>	<u>Cardiovascular Conditioning</u>	<u>1</u>
<u>KNES 4</u>	<u>Beginning Weight Lifting</u>	<u>1</u>
<u>KNES 28</u>	<u>Beginning Yoga</u>	<u>1</u>
<u>KNES 29</u>	<u>Introduction to Tai Chi Ch'uan</u>	<u>1</u>
<u>KNES/DANC 65</u>	<u>Introduction to Mat Pilates</u>	<u>1</u>
<u>KNES 68*</u>	<u>Walking for Fitness</u>	<u>1</u>

Individual Sports

<u>KNES 17</u>	<u>Beginning Bowling</u>	<u>1</u>
<u>KNES 20</u>	<u>Beginning Golf I</u>	<u>1</u>
<u>KNES 24</u>	<u>Beginning Tennis I</u>	<u>1</u>
<u>KNES 25</u>	<u>Beginning Tennis II</u>	<u>1</u>
<u>KNES 33*</u>	<u>Beginning Surfing I</u>	<u>1</u>

Team Sports

<u>KNES 70</u>	<u>Basketball</u>	<u>1</u>
<u>KNES 72</u>	<u>Beginning Soccer</u>	<u>1</u>
<u>KNES 76</u>	<u>Beginning Volleyball</u>	<u>1</u>
<u>KNES 77*</u>	<u>Intermediate Volleyball</u>	<u>1</u>
<u>KNES 78*</u>	<u>Advanced Volleyball</u>	<u>1</u>
<u>KNES 81</u>	<u>Beginning Beach Volleyball</u>	<u>1</u>

Select One Additional Movement Based Skill Course from the Following Six Categories (1-1.5 units):

Aquatics

<u>KNES 41</u>	<u>Swimming for Nonswimmers</u>	<u>1-1.5</u>
<u>KNES 42*</u>	<u>Intermediate Swimming</u>	<u>1-1.5</u>
<u>KNES 43*</u>	<u>Advanced Swimming and Diving</u>	<u>1-1.5</u>
<u>KNES 44*</u>	<u>Aquatic Conditioning</u>	<u>1-1.5</u>
<u>KNES 49</u>	<u>Aqua Aerobics</u>	<u>1-1.5</u>

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Combative

<u>KNES 90</u>	<u>Beginning Self-Defense</u>	<u>1</u>
<u>KNES 91*</u>	<u>Intermediate Self-Defense</u>	<u>1</u>
<u>KNES 93</u>	<u>Beginning Karate</u>	<u>1</u>
<u>KNES 94</u>	<u>Beginning Aikido</u>	<u>1-1.5</u>
<u>KNES 95*</u>	<u>Intermediate Aikido</u>	<u>1</u>
<u>KNES 96*</u>	<u>Advanced Aikido</u>	<u>1</u>
<u>KNES 97*</u>	<u>Intermediate Karate</u>	<u>1</u>
<u>KNES 199</u>	<u>Street Martial Arts</u>	<u>1</u>

Dance

<u>DANC 51</u>	<u>Introduction to Ballet</u>	<u>1-1.5</u>
<u>DANC 54</u>	<u>Introduction to Modern Dance</u>	<u>1-1.5</u>
<u>DANC 57</u>	<u>Introduction to Jazz Dancing</u>	<u>1-1.5</u>
<u>DANC 60</u>	<u>Introduction to Tap Dancing</u>	<u>1-1.5</u>
<u>DANC 66</u>	<u>Introduction to Latin Dance</u>	<u>1</u>
<u>DANC 68</u>	<u>Introduction to Social Dance</u>	<u>1</u>

Fitness

<u>KNES 1</u>	<u>Cardiovascular Conditioning</u>	<u>1-1.5</u>
<u>KNES 3</u>	<u>Circuit Weight Training</u>	<u>1-1.5</u>
<u>KNES 4</u>	<u>Beginning Weight Lifting</u>	<u>1-1.5</u>
<u>KNES 5*</u>	<u>Intermediate Weight Lifting</u>	<u>1-1.5</u>
<u>KNES 6*</u>	<u>Advanced Weight Lifting</u>	<u>1-1.5</u>
<u>KNES 7</u>	<u>Step Training</u>	<u>1</u>
<u>KNES 8</u>	<u>Beginning Cardio Kickboxing</u>	<u>1-1.5</u>
<u>KNES 9</u>	<u>Stretching, Flexibility, & Conditioning</u>	<u>1-1.5</u>
<u>KNES 10</u>	<u>Cross Training</u>	<u>1-1.5</u>
<u>KNES 28</u>	<u>Beginning Yoga</u>	<u>1-1.5</u>
<u>KNES 29</u>	<u>Introduction to Tai Chi Ch'uan</u>	<u>1</u>
<u>KNES 31</u>	<u>Muscle Toning for Women</u>	<u>1-1.5</u>
<u>KNES 37*</u>	<u>Intermediate Tai Chi Ch'uan</u>	<u>1</u>
<u>KNES 38*</u>	<u>Intermediate Mat Pilates</u>	<u>1-1.5</u>
<u>KNES 39*</u>	<u>Intermediate Yoga</u>	<u>1-1.5</u>
<u>KNES 40*</u>	<u>Advanced Yoga</u>	<u>1-1.5</u>
<u>KNES 50</u>	<u>Aerobic Dance</u>	<u>1-1.5</u>
<u>KNES/DANC 65</u>	<u>Introduction to Mat Pilates</u>	<u>1-1.5</u>
<u>KNES 66</u>	<u>Core Training</u>	<u>1-1.5</u>
<u>KNES 68*</u>	<u>Walking for Fitness</u>	<u>1</u>
<u>KNES 69*</u>	<u>Trail Hiking</u>	<u>1</u>
<u>KNES 107</u>	<u>Fitness Assessment and Survey</u>	<u>1</u>

Individual Sports

<u>KNES 17</u>	<u>Beginning Bowling</u>	<u>1</u>
<u>KNES 18*</u>	<u>Intermediate Bowling</u>	<u>1</u>
<u>KNES 19</u>	<u>Beginning Cycling and Spinning</u>	<u>1-1.5</u>
<u>KNES 20</u>	<u>Beginning Golf I</u>	<u>1-1.5</u>
<u>KNES 21*</u>	<u>Beginning Golf II</u>	<u>1-1.5</u>
<u>KNES 22*</u>	<u>Intermediate Golf</u>	<u>1-1.5</u>
<u>KNES 23*</u>	<u>Advanced Golf</u>	<u>1-1.5</u>
<u>KNES 24</u>	<u>Beginning Tennis I</u>	<u>1-1.5</u>
<u>KNES 25*</u>	<u>Beginning Tennis II</u>	<u>1-1.5</u>

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<u>KNES 26*</u>	<u>Intermediate Tennis</u>	<u>1-1.5</u>
<u>KNES 27*</u>	<u>Advanced Tennis</u>	<u>1-1.5</u>
<u>KNES 33*</u>	<u>Beginning Surfing I</u>	<u>1</u>
<u>KNES 34*</u>	<u>Beginning Surfing II – Shortboarding</u>	<u>1</u>
<u>KNES 35*</u>	<u>Intermediate Surfing</u>	<u>1</u>
<u>KNES 36*</u>	<u>Advanced Surfing</u>	<u>1</u>
<u>KNES 63</u>	<u>Beginning Rock Climbing</u>	<u>1</u>
<u>KNES 88*</u>	<u>Intermediate Rock Climbing</u>	<u>1</u>
<u>KNES 89*</u>	<u>Advanced Rock Climbing</u>	<u>1</u>

Team Sports

<u>KNES 70</u>	<u>Basketball</u>	<u>1-1.5</u>
<u>KNES 71*</u>	<u>Advanced Basketball</u>	<u>1-1.5</u>
<u>KNES 72</u>	<u>Beginning Soccer</u>	<u>1-1.5</u>
<u>KNES 73*</u>	<u>Advanced Soccer</u>	<u>1-1.5</u>
<u>KNES 76</u>	<u>Beginning Volleyball</u>	<u>1-1.5</u>
<u>KNES 77*</u>	<u>Intermediate Volleyball</u>	<u>1-1.5</u>
<u>KNES 78*</u>	<u>Advanced Volleyball</u>	<u>1-1.5</u>
<u>KNES 81</u>	<u>Beginning Beach Volleyball</u>	<u>1</u>
<u>KNES 84*</u>	<u>Intermediate Beach Volleyball</u>	<u>1</u>

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

<<Students may take either KNES 41 or KNES 42 but not both.

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Current
Music Associate in Arts Degree Program**

The curriculum in Music is designed to provide the student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this field, earning the Associate degree will demonstrate commitment to the major, and attainment of a degree which can support attempts to gain entry-level employment.

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~analyze musical scores and compositions~~
- ~~critique personal music performances and those of other musicians~~
- ~~analyze and perform the elements of music (rhythm, melody, harmony, and form)~~
- ~~create derivative or original music at a level appropriate to the area of specialization~~
- ~~compare and contrast the characteristics of various musical cultures and historical periods from the origin of music history to the present.~~

~~The following course of study must be completed to fulfill major requirements for the Associate Degree in Music:~~

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
MUS 10	Harmony I	3
MUS 11*	Harmony II	3
MUS 50*	Applied Music: Instrumental	2.5, 2.5
or		
MUS 51*	Applied Music: Keyboard	2.5, 2.5
or		
MUS 52*	Applied Music: Voice	2.5, 2.5
	Select from MUS 31*, 32*, 33*, 34*, 35*, 40*, 41*, 42*, 47*, 62*, 63, 64*, 66*, 75*, 148 or 297*	3-6
MUS 54A	Beginning Piano I (or proficiency exam)	(2)
MUS 54B*	Beginning Piano II (or proficiency exam)	(2)
MUS 55A*	Intermediate Piano I (or proficiency exam)	(2)
MUS 55B*	Intermediate Piano II (or proficiency exam)	(2)
MUS 92*	Musicianship I	2

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

MUS 93*	Musicianship II	2
Select two courses from: MUS 20, 23,		
24, 25, 26, 27, 28, 29		6
<hr/>		
Total Units for the Major		24-27

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

Refer to Graduation Requirements for specific information regarding unit, scholarship, residence, and general education requirements.

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

**Revised
Music Associate in Arts**

The curriculum in Music is designed to provide the student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this field, earning the Associate degree will demonstrate commitment to the major, and attainment of a degree which can support attempts to gain entry-level employment. **However, students wishing to transfer to a 4-year institution may need to take additional classes as preparation for transfer. Transfer students should consult their transfer institutions of choice for further information on specific lower-division Music Major requirements.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Transcribe and sight read both diatonic and chromatic music**
- **Demonstrate a working knowledge of musical analysis and harmonic theory applicable to their area of specialization**
- **Demonstrate a working knowledge of repertoire and performance practice applicable to their area of specialization**
- **Perform standard repertoire appropriate to their performance area, as individuals or as members of ensembles**
- **Demonstrate a working knowledge of music technology and its application to their area of specialization**
- **Create original music in improvised and/or written form**
- **Demonstrate the ability to listen critically to musical performance**
- **Demonstrate an ability to place composers, works and musical styles within an historical context, both in terms of musical and societal history**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
MUS 10*	Harmony I	3
MUS 11*	Harmony II	3
MUS 12*	Harmony III	3
MUS 92*	Musicianship I	1
MUS 93*	Musicianship II	1
MUS 94*	Musicianship III	1
MUS 54A	Beginning Piano I (or proficiency exam)	0-2
MUS 54B*	Beginning Piano II (or proficiency exam)	0-2
MUS 55A*	Intermediate Piano I (or proficiency exam)	0-2
MUS 55B*	Intermediate Piano II (or proficiency exam)	0-2

**SADDLEBACK COLLEGE
NEW AND REVISED PROGRAMS
ACADEMIC YEAR 2017-2018**

Ensemble Requirement: Complete four semesters (4-8 units) from the following (including repeated classes)

MUS 35*	Contemporary Choir	2
MUS 39*	Commercial Music Ensemble	2
MUS 41*	Symphonic Wind Ensemble	2
MUS 42*	Symphonic Orchestra	2
MUS 47*	Saddleback College Big Band	2
MUS 61*	Intermediate Classical Guitar	1
MUS 62*	Advanced Classical Guitar	2
MUS 64*	Piano Ensemble	1.5
MUS 65*	Piano Accompanying	1.5
MUS 66*	Chamber Music	2
MUS 140*	Improvised Music in a Jazz Combo	2
MUS 148	Jazz Ensemble	2
MUS 182*	Soul Music Ensemble	2
MUS 184*	Electronic Music Ensemble	2
MUS 187*	Modern Rock and Pop Music Ensemble	2
MUS 197*	Rehearsal and Performance (Jazz Studies)	1

Restricted Electives: Select 4-6 units from the following courses

MUS 14*	Jazz Composition and Arranging	3
MUS 15*	Music Composition	3
MUS 50*	Applied Music (may be taken up to 4 times)	1
MUS 119*	Advanced Music Composition	3
MUS 117*	Popular Songwriting	3
MUS 118	Digital Multi-Track Music Recording	2.5
MUS 130	Music Production I	2.5
MUS 132	Introduction to Music Technology	2

Total Units for the Major **20-34**

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

Refer to Graduation Requirements for specific information regarding unit, scholarship, residence, and general education requirements.

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
PROPOSED NEW CURRICULUM
ACADEMIC YEAR 2018-2019

EXHIBIT C
Page 1 of 2

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
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				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
IE	HON 611H (11H)	692162.00	HONORS CULTURE, SCIENCE, SOCIETY - RENAISSANCE	nc, prereq <u>Eligibility for ENG 1A or ENG 1AH</u> , rec prep <u>Eligibility for ENG 1B or ENG 1BH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
IE	HON 612H (12H)	692163.00	HONORS CULTURE, SCIENCE, SOCIETY - THE POSTMODERN WORLD	nc, prereq <u>Eligibility for ENG 1A or ENG 1AH</u> , rec prep <u>Eligibility for ENG 1B or ENG 1BH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
IE	HON 613H (13)	692164.00	HONORS CULTURE, SCIENCE, SOCIETY - POWER, RESISTANCE, EMPIRE	nc, prereq <u>Eligibility for ENG 1A or ENG 1AH</u> , rec prep <u>Eligibility for ENG 1B or ENG 1BH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable

**SADDLEBACK COLLEGE
PROPOSED NEW CURRICULUM
ACADEMIC YEAR 2018-2019**

EXHIBIT C
Page 2 of 2

IE	HON 614H (14H)	692165.00	HONORS CULTURE, SCIENCE, SOCIETY - TRANSFORMATION OF EMPIRE	nc, prereq <u>Eligibility for ENG 1A or ENG 1AH</u> , rec prep <u>Eligibility for ENG 1B or ENG 1BH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
IE	HON 615H (15H)	692166.00	HONORS CULTURE, SCIENCE, SOCIETY- FROM PHILOSOPHY TO SCIENCE	nc, prereq <u>Eligibility for ENG 1A or ENG 1AH</u> , rec prep <u>Eligibility for ENG 1B or ENG 1BH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
IE	HON 616H (16H)	692167.00	HONORS CULTURE, SCIENCE, SOCIETY- NATURAL AND SOCIAL SCIENCE	nc, prereq <u>Eligibility for ENG 1A or ENG 1AH</u> , rec prep <u>Eligibility for ENG 1B or ENG 1BH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Janitorial Supplies, Renewal of Bid No. 337D

ACTION: Approval

BACKGROUND

South Orange County Community College District invites bids for anticipated janitorial supplies which are purchased annually in bulk to secure volume discounts. Items are bid separately and each vendor may bid on any and all items.

On July 27, 2016 the Board of Trustees awarded Bid No. 337D for a one year contract with an option to renew for two additional one-year periods.

STATUS

Staff recommends renewal of Bid 337D to extend the agreement to the vendors listed on EXHIBIT A for the first of the two one-year periods beginning July 1, 2017 and ending June 30, 2018.

Funds are budgeted in the colleges' general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve renewal of Bid No. 337D, Janitorial Supplies to the vendors listed on (EXHIBIT A) for one additional year beginning July 1, 2017 thru June 30, 2018.

**BID NO. 337D
JANITORIAL SUPPLIES & EQUIPMENT
SOCCCD**

June 27, 2016

<u>VENDORS</u>	<u>PRODUCT</u>	<u>AMOUNT</u>
Blake's Janitorial Supplies Fullerton, CA	Dust cloths	\$ 360.72
P & R Paper Supply Redlands, CA	Cleaning pads, bottles, bags	\$ 729.93
Gale Supply Montebello, CA	Toilet paper	\$37,461.00
American Chemical & Sanitary Supply Anaheim, CA	Erasers, hand towels and soap	\$ 9,264.12
Pioneer Chemical Gardena, CA	Caddy bag, razor blades	\$ 41.63
Star Maintenance Supply San Gabriel, CA	Toilet dispensers and chemicals	\$ 3,494.98
Empire Cleaning Supplies Los Angeles, CA	Carpet mats	\$ 826.20
Continental Chemical & Sanitary Supply Anaheim, CA	Mops, toilet seat covers, brooms	\$ 4,142.25
Waxie Sanitary Supply Santa Ana, CA	Toilet paper, seat liners, dust cloths	\$ 8,223.27
Buckeye Cleaning Santa Fe Springs, CA	Pads & mops	\$ 291.34
Veritiv Corp. La Palma, CA	Hand soap, can liners	\$29,271.58
GRAND TOTAL		\$94,107.02

TO: Board of Trustees

FROM: Debra L Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Construction Superintendent Services, Amendment No. 1, MEW Consulting Services

ACTION: Approval

BACKGROUND

On June 27, 2016, the Board of Trustees approved a three year agreement with two one-year options to renew for Saddleback College Construction Superintendent services with MEW Consulting Services of West Covina. The College contracts independently for construction superintendent services to supervise and manage contracts for new construction not to exceed \$15,000 and for maintenance projects not to exceed \$88,000.

STATUS

Saddleback College requested the District renew the Construction Superintendent Services agreement for the first one-year extension, beginning July 1, 2017 and ending June 30, 2018, with an annual amount not to exceed \$202,200 and a new contract value of \$404,400.

Funding is available through Scheduled Maintenance, Capital Outlay, and the College's General Fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) of the Saddleback College Construction Superintendent Services agreement with MEW Consulting Services for the first year of the two one-year extensions, beginning July 1, 2017 and ending June 30, 2018, for an annual amount not to exceed \$202,200 and a new contract value of \$404,400.

**AMENDMENT No. 1
TO CONSTRUCTION SUPERINTENDENT SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

June 26, 2017

THIS AMENDMENT shall modify the original agreement dated July 1, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and MEW Consulting Services, 325 Holly Oak Place, West Covina, CA 91791 (626) 332-2732, hereinafter referred to as "CS."

WHEREAS, Article 1.7 of the original agreement establishes that the services shall be completed within twelve months with four-one year options and Article 4.3 of the original agreement establishes the term for one year with the option of two, one-year extensions mutually agreed to in writing between DISTRICT/COLLEGE and CS; and

WHEREAS, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for the first one-year extensions; and

WHEREAS, District is able and willing to extend the term of the agreement for one year;

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

1. Article 4 shall read:

Services under the Agreement shall be diligently performed by the CS for twelve months with four-one year options for renewal. The term of this agreement is hereby extended from July 1, 2017, to June 30, 2018, under the same terms and conditions as the original agreement.

FIXED FEE FOR SERVICES AS DESCRIBED HEREIN:

- | | |
|--|-----------|
| 1. Extend the Construction
Superintendent Services from July 1,
2017, to June 30, 2018 for the same
terms and conditions as the original
contract for a not to exceed fee of | \$202,200 |
|--|-----------|

Total	\$202,200
-------	-----------

for a total contract amount of \$404,400.

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

“DISTRICT”
South Orange County Community College District

“CS”
Michael E. Wilson

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

2031

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AGREEMENT: CONSTRUCTION SUPERINTENDENT SERVICES FOR PROJECTS AT SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this 1st day of July in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and MEW Consulting, 325 S. Holly Oak Place, West Covina, CA 92791, hereinafter referred to as "CS";

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

WHEREAS, DISTRICT desires to obtain Construction Superintendent services for Saddleback College, hereinafter referred to as "PROJECTS"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CS'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CS'S services shall consist of those services performed by the CS and CS'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CS shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CS'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 PROJECTS. CS'S Services shall be provided by Michael Wilson, CS PROJECTS Manager. CS shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CS has been selected to perform the work herein because of the skills and expertise of key individuals. CS assignment for these PROJECTS is for one Construction Superintendent. So long as their performance continues to be acceptable to the DISTRICT, this named individual shall remain in charge of the PROJECTS. Additionally, the CS must furnish the name of all other key people in CS'S firm that will be associated with the PROJECTS.
- 1.4. **Replacement of Key Individual.** If the designated PROJECTS manager fails to perform to the satisfaction of the DISTRICT, then upon written notice the CS will have 10 working days to remove that person from the PROJECTS and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A PROJECTS manager and all lead or key personnel must also be designated by the CS and are subject to all conditions previously stated in this paragraph

- 1.5. **Relationship of CS to Other PROJECTS Participants.** CS'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECTS. The Architect is responsible for the adequacy and sufficiency of the PROJECTS design and the contents of Design Documents for the PROJECTS. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CS'S rendition of services hereunder shall be deemed CS'S assumption of responsibility for the adequacy or sufficiency of the PROJECTS design or the Design Documents for the PROJECTS, which are and remain that of the Architect. CS shall coordinate all work with DISTRICT CS'S as necessary to complete contract requirements
- 1.6. **Acceptance of PROJECTS Schedule.** The CS shall accept the DISTRICT'S PROJECTS schedule for the performance of the CS'S services. The schedule may be adjusted as the PROJECTS proceed 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 PROJECTS. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CS.
- 1.7. **Duration.** The services covered by this AGREEMENT shall be completed within twelve months of the date of this AGREEMENT with four-one year options available through contract amendment.

ARTICLE 2 SCOPE OF CS'S SERVICES

2.1. **Scope of services include but are not limited to:**

- a. Supervision of Saddleback College construction and maintenance projects as directed by the Director, Facilities.
- b. Construction projects under \$15,000;
- c. Maintenance projects under \$88,000;
- d. Develop project scope of work;
- e. Obtain contractor quotes
- f. Provide rough order of magnitude cost estimate for work;
- g. Candidate should have previous Construction Superintendent experience.
- h. Participate as a team member for Saddleback College major construction projects.
- i. Provide non-DSA related inspection services.
- j. Review of drawings and specifications for all Saddleback College projects.
- k. Review of District Division 00, 01, General Conditions, Supplemental Conditions, and Special Conditions documents.

- l. Candidate should have experience with above document oversight.
- m. Construction Superintendent will keep and maintain an electronic filing system of all contract / project documents for delivery to the College on completion. Filing system to be aligned with College system
- n. Other duties as assigned.

2.2. **Site Observations**

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

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

2.3. **Post-Construction Phase**

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

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

ARTICLE 3 ADDITIONAL CS 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, CS shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Attachment "A" CS Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CS performing any Additional Services. The CS shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT
- 3.2. **Notification and Authorization.** CS shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CS'S control. CS shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Material PROJECTS Scope Changes.** Services required or necessary as a result of significant changes in the PROJECTS scope or other requirements of the PROJECTS, including PROJECTS size, quality, or complexity or material changes to the Master Construction Schedule.
 - b. **Termination/Default of Architect or Contractor.** Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
 - c. **Damage or Destruction to PROJECTS.** Except to the extent caused by the CS, services and consultation associated or necessitated by damage or destruction to the PROJECTS prior to completion by an act of God, fire or other casualty
 - d. **Furniture Systems.** Services related to furniture systems, facilities or equipment not included within the scope of the PROJECTS.
 - e. **Investigation of Existing Conditions.** Services to investigate existing conditions or facilities or to provide measured drawings thereof.
 - f. **Furniture, Furnishings, Equipment Not in PROJECTS Scope.** Service in connection with the DISTRICT'S selection, procurement or installation of furniture, furnishings or equipment not included within the scope of this PROJECTS.
- 3.3. **Compensation for Additional Services.** If the duration of CS services is extended, due to the DISTRICT'S need for Additional Services, the CS shall be entitled to additional compensation as set forth in Attachment A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CS. The CS shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

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

ARTICLE 5 INDEMNITY AND INSURANCE

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

termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

5.3. **Purchase and Maintain Insurance.** CS shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CS and DISTRICT from claims which may arise out of or result from CS'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. **Workers' Compensation and Employers Liability Insurance.** CS 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 CS may be liable. CS 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 CS. The Employer's Liability Insurance required of CS hereunder may be obtained by CS as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CS hereunder.
- b. **Comprehensive general and auto liability.** CS shall purchase and maintain Commercial General Liability and Property Insurance as will protect CS from the types of claims set forth below which may arise out of or result from CS'S services under this Agreement and for which CS may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CS'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 CS, 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 CS'S obligations under this Agreement; and (vi) for completed operations.

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

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

- c. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CS hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CS shall notify DISTRICT in the event of material change in, or failure to renew, each policy.
- 5.4. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 5.5. **Insurance Evidenced.** Prior to commencing work, CS shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CS fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CS, and in such event CS shall reimburse DISTRICT upon demand for the cost thereof.
- 5.6. **Coverage Amounts**
- | Insurance Policy | Minimum coverage Amount |
|------------------------|---|
| Workers Compensation | In accordance with applicable law |
| Employers Liability | One Million dollars (\$1,000,000) |
| Professional Liability | One Million (\$1,000,000) per occurrence and One Million dollars (\$1,000,000) PROJECTS specific in the aggregate |

ARTICLE 6 COMPENSATION TO THE CS

The DISTRICT shall compensate the CS as follows:

- 6.1. **Contract Price for Services.** The Contract Price for the CS'S performance of the Services under this Agreement shall consist of a fixed monthly fee based on approximately 2080 hours at \$90/hour for twelve months plus clerical support of \$15,000 annually for a total not to exceed contract value of :
- | | |
|--------------|------------------|
| TOTAL | \$202,200 |
|--------------|------------------|
- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CS, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or

costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in Attachment "B" are services included in the CS'S compensation for Services as set forth in Article II.

- 6.3. **CS Monthly Billing Statements.** CS 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 CS.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of CS'S billing invoices, DISTRICT will make payment to CS of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CS hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CS hereunder if CS 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 CS has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment In Full.** This compensation shall be compensation in full for all services performed by the CS under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CS and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CS services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CS'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECTS.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CS'S services is exceeded or extended through no fault of the CS, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment A or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CS and CS'S employees and CSs in the interest of the PROJECTS 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 CS for any costs or expenses paid or incurred by CS in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.

- a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CS and CS'S employees in the interest of the PROJECTS.
- b. Reimbursable expenses shall be expense of transportation in connection with the PROJECTS; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECTS. CS'S normal travel expense (including to and from the PROJECTS) and meals are excluded.
- c. Expense of reproductions (except those needed for the use of the CS and his or her CSs 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 CS'S Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CS, the CS'S employees in the interest of the PROJECTS.
- g. For additional services of CS, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CS for such services.

ARTICLE 7 CS'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CS for this PROJECTS shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CS grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CS pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CS shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CS and Contractor during all phases of the PROJECTS and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CS shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. **Electronic Copy of Documents.** The CS shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, preparation to enter into construction, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** CS understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S

express written permission, except CS shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CS consents to use of CS'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

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

abandonment and CS may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

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

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

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

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

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

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

John Ozurovich, Director, Facilities

Saddleback College

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

Construction Phase tests/inspections of materials/equipment forming a part of the PROJECTS as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CS include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

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

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CS agrees that CS will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CS 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 CS, CS'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CS 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 CS, 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, CS shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CS'S work whether by DISTRICT or others, shall not relieve CS from responsibility for errors and omissions in CS'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CS to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECTS.
 - b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECTS.

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

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

DISTRICT
John Ozurovich
Director of Facilities
Saddleback College
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
jozurovich@saddleback.edu

CS
Michael Wilson
President

MEW Consulting
325 S. Holly Oak Place
West Covina, CA 92791
mewconsultant@mail.com

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

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

- 11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect
- 11.16. **Entire Agreement / Amendment.** This AGREEMENT and any Attachments attached hereto represent the entire AGREEMENT between the DISTRICT and CS 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 CS.
- 11.17. **Binding Agreement.** The DISTRICT and CS, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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


"DISTRICT"

South Orange County Community College District

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

"CONTRACTOR"

MEW Consulting

By: 
Michael Wilson
President

JUN 30 2016

(Date)

06-29-2016

(Date)

32-0195302

(Taxpayer number)

ATTACHMENT A – PROPOSAL
ATTACHMENT B – FEE SCHEDULE
ATTACHMENT C – GENERAL CONDITIONS

Professional Fees for SOCCCD/Saddleback College Bid Number 2051

Construction Superintendent Services

Included in the Professional fees are as follows: Overhead, Administrative costs, profit and General Conditions. Items for CS'S Jobsite Offices are included below.

1. 40' Office Trailer
2. (3) File Cabinets
3. (1) Computer
4. (1) Printer
5. (1) Cell Phone
6. Bottled Water
7. (2) Hard Hats
8. First Aid Kit
9. All Office Supplies
10. Office Cleaning
11. Desks
12. Plan Table
13. Plan racks

Not Included:

1. Internet Connection
2. Conference Table/Chairs
3. Trash Service

The following Fees Apply to First Year

4% to 6% Cost of Living increase each year after First year

Construction Superintendent Services \$90.00 Per Hour

Clerical Services \$25.00 Per Hour

Michael E. Wilson

Owner

MEW Consulting

Attachment B
Fee Schedule

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

<u>CS Services</u>	<u>Fee Per Hour</u>
Construction Superintendent	\$90
Clerical	\$25
Not to exceed annual amount	\$202,200

Attachment C

General Conditions Items for CS'S Jobsite Offices

Jobsite Trailer –Task chairs

Desks –

Conference table –Chairs for conference table –

(1) five drawer file cabinet –

Internet Connection – provide by District

Computers and necessary software

Printer/Fax/Scanner/Copier –

Phone line/Phone – provided by the District

Cell Phones –

Bottled Water Service –

Hard Hats/ PPE – each provides own

First Aid Kit –

All necessary office supplies –

Trash service/trailer cleaning

12 month IOR trailer rental @ \$100/month

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Cafeteria Operation and Satellite Coffee Cart Services Agreement, Award of Bid 2062, The Drip Coffee, Inc.

ACTION: Approval

BACKGROUND

The current five year agreement for the Cafeteria Operation and Satellite Coffee Cart Services for Saddleback College expires on June 30, 2017.

STATUS

On March 17 and March 24, 2017, SOCCCD ran a newspaper advertisement for Saddleback College Cafeteria Operation and Satellite Coffee Cart Services, Bid No. 2062. Additional marketing efforts included posting the bid on the district website and sending it to fourteen vendors provided by the Saddleback College fiscal office. On March 28, 2017, staff held a mandatory pre-proposal meeting and two vendors attended. On April 14, 2017, no proposals were provided for the Cafeteria Services and one proposal was received for the Satellite Coffee Cart Services (EXHIBIT A).

The district's purchasing department reviewed the Satellite Coffee Cart Services proposal from The Drip Coffee, Inc. and determined that it meets the criteria for Satellite Coffee Cart Services. Staff recommends the Board of Trustees approve a two year agreement with three one year extensions (EXHIBIT B).

This is a revenue generating contract with benefits provided to the college of approximately \$26,000 annually, which is consistent with last year.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement with The Drip Coffee, Inc. for Satellite Coffee Cart Services at Saddleback College for a two year term with three one year extensions in the amount of \$26,000 annual estimated revenue from July 1, 2017 to June 30, 2019.

BID NO. 2062

**Cafeteria Operation and Satellite Coffee Cart Services
Saddleback College**

June 26, 2017

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
*The Drip Coffee, Inc.	Irvine, CA	Scott Cohen
CulinArt Group, Inc.	Santa Ana, CA	Declined to Bid

***Recommended Award**



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AGREEMENT- SADDLEBACK COLLEGE**

**FOOD SERVICES OPERATIONS
RFQ&P NO 2062**

This AGREEMENT, is made this 27th day of June, 2017, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and The Drip Coffee, Inc., a California corporation, hereinafter referred to as "CONTRACTOR".

1. SCOPE

The CONTRACTOR hereby agrees to operate coffee cart on the Saddleback College Campus, located at 28000 Marguerite Parkway, Mission Viejo, CA 92692, during the term of this Agreement. Coffee carts will be located in the following locations:

- A. On the quad outside the Business and General Studies building.
- B. Next to the Gaucho Canteen outside the Learning Resources Center (LRC).
- C. In the Village Café located in Village 6.

2. TERM

The duration of this agreement shall be for a period of two years beginning July 1, 2017 with three - one year options to renew to operate the cafeteria and catering services at Saddleback College under these same terms.

3. CONTRACTOR'S RESPONSIBILITIES

- A. The CONTRACTOR shall be responsible for all costs of food services operations, including, but not limited to, the following items:
 - 1. Operate three "coffee carts" in the locations noted in Article 1, above.
 - 2. In the Village Café location, additionally provide food services in the form of prepackaged food, vending machines, or some combination thereof to meet college community needs.
 - 3. Provide marketing services including signage as approved through the Food and Beverage Committee and advertisements in the school newspaper, on social media, and on the college website.
 - 4. Maintain in safe and proper working condition and repair, at CONTRACTOR's expense, all food service furniture, fixtures and equipment used by CONTRACTOR in the food preparation and service areas.
 - 5. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agent or employees, or acts of God, CONTRACTOR shall replace, at this expense, all lost or broken furniture, fixtures, and equipment with new items of equal or greater quality and value. At the termination of the Agreement, CONTRACTOR shall surrender these items to the DISTRICT.
 - 6. The facilities shall be used and occupied by CONTRACTOR for the supplying of coffee drinks and meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided.
 - 7. Within the first 30 days of contract commencement, CONTRACTOR will complete an initial inventory. The CONTRACTOR will complete an inventory of DISTRICT-owned supplies and equipment each year on or by July 1 of the year for which the inventory is effective with DISTRICT confirmation. In connection therewith, CONTRACTOR shall permit DISTRICT to enter the Facilities to complete this task.

8. CONTRACTOR shall be responsible for installing CONTRACTOR's own equipment, supplies, etc. as required to fulfill this Agreement.
 9. Cleaning and maintaining proper sanitation in the food preparation, service, and dining areas, including the staff dining room and the outside dining areas. This shall include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping, waxing, and shampooing floors as applicable and as needed. Failure to comply with this paragraph shall be cause for termination of this Agreement.
 10. Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the Orange County Health Department. Uniforms must be clean and pressed at all times.
 11. Furnishing and maintaining one commercial microwave oven for use by village customers.
 12. Removal of all trash and garbage to waste receptacles (DISTRICT-provided). CONTRACTOR shall keep trash and garbage receptacle areas clean at all times.
 13. Extermination and pest control services in the Facilities.
 14. All linens, towels, uniforms, table linens, and laundry service costs.
 15. All paper supplies including disposable plates, cups, napkins and utensils, Styrofoam excluded.
 16. All office supplies and telephone expenses if needed.
 17. All kitchen supplies not originally furnished by DISTRICT.
 18. CONTRACTOR agrees that coffee cart and food services under this Agreement shall remain in operation during the three (3) instructional terms of the year. The regular days of operation for the 2017-2018 academic year shall be as shown on Exhibit A. CONTRACTOR shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Food and Beverage Committee at the monthly meeting. A recommendation will then be taken to the College with a determination provided to the CONTRACTOR within 10 business days of the original proposal received at the monthly meeting.
 19. Menus will be provided to the Food and Beverage Committee members monthly for review as requested. CONTRACTOR agrees to meet the Committee's requests regarding menu content unless CONTRACTOR can demonstrate that compliance would impose a financial hardship upon the food services operation to an extent greater than the quality demonstrated in sample menus provided during the RFP process (See Exhibit B). Menus shall be posted and distributed daily/weekly by the CONTRACTOR.
 20. CONTRACTOR shall attend and participate in Food and Beverage Committee meetings upon request.
 21. CONTRACTOR will comply with the terms of DISTRICT's designated exclusive beverage CONTRACTOR and have the right to 25% of the shelf space allocated to bottle and can Beverage Products sold in the Village Café or any other location.
 22. CONTRACTOR is aware of the College and DISTRICT'S position of fostering sustainable and environmentally sound practices. CONTRACTOR shall practice sustainability with an approach of continuous improvement. The current practices shall serve to define a baseline expectation including the following:
 - a. Use of non-trans fat oil in all cooking
 - b. Use of brown rather than bleached coffee filters
 - c. Coffee grounds saved for composting performed by the Horticulture Department.
 - d. Use "green" cleaning supplies for which staff is properly trained.
 - e. 100% styro-foam free in all packaging and serving ware.
- B. CONTRACTOR shall give preference to Saddleback College students for employment as needed.

- C. CONTRACTOR shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.
- D. Upon request, CONTRACTOR shall attend and participate in monthly Food and Beverage Committee meetings.
- E. CONTRACTOR shall be responsible for the following items:
1. All food costs.
 2. All transportation and vehicle costs required for CONTRACTOR's operation.
- F. CONTRACTOR agrees that no intoxicating beverages shall be kept, sold, or served upon the premises of the DISTRICT (except amounts required for food preparation, i.e., cooking wine).
- G. On termination of the Agreement, CONTRACTOR shall vacate all parts of DISTRICT'S Facilities occupied by it or assignees and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and inspection, and CONTRACTOR shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.
- H. The following minimum food specifications shall be adhered to:
- | | |
|------------------------------|----------------------------|
| Meats | USDA Choice |
| Poultry and Eggs | USDA Inspected |
| Milk and Dairy Products | USDA Grade A |
| Fresh Fruits and Vegetables | US Fancy or No. 1 |
| Canned Fruits and Vegetables | US Grade A Choice or Fancy |
| Frozen Foods | US Grade A Fancy |
| Beverages | National Brands |
- I. CONTRACTOR shall provide the College with a phone number where they can be reached 24 hours a day, seven days a week, in case of emergencies. CONTRACTOR shall also provide an e-mail address for emergency notifications.
- J. The CONTRACTOR shall also be responsible for:
1. All labor costs, Social Security tax, and unemployment insurance.
 2. All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR's employees. All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
 3. CONTRACTOR shall hire whenever possible College students for both part-time and temporary positions and take into consideration academic commitments of student employees in scheduling responsibilities and hours.
 4. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
 5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR's personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.

K. HEALTH AND SAFETY REGULATIONS

1. The CONTRACTOR shall comply with all federal, state and local health and sanitation regulations relating to personnel and maintenance of the Facilities and shall also comply with any DISTRICT rules and regulations. Failure to comply with this section within ten (10) days of receiving notice from the DISTRICT of a violation shall be cause for termination of the Agreement in accordance with Paragraph B of this Agreement.
2. CONTRACTOR understands that Education Code Sections 88004.5, 88021, 88022, 88023, 88024, and 88025, and any other health criteria established by the DISTRICT, are applicable to all persons providing food service management consulting services under this Agreement.

L. SUPERVISION COORDINATION

CONTRACTOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. CONTRACTOR shall employ a Food Services Manager who shall be assigned to the cafeteria on a full-time basis. The Food Services Manager shall coordinate all activities connected with representative(s) on an as-needed basis to coordinate enforcement of DISTRICT/COLLEGE policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of CONTRACTOR to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.

- M. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the facility. Should a circumstance arise when CONTRACTOR is deemed responsible for wear or damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.

- N. CONTRACTOR shall assume sole responsibility for damage or losses, regardless of cause, to any and all property of the CONTRACTOR located in or on DISTRICT property.

- O. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT's premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.

4. PAYMENTS BY CONTRACTOR

- A. CONTRACTOR shall submit a sales analysis report indicating monthly and year-to-date information to Saddleback College and the Food and Beverage Committee.
- B. CONTRACTOR agrees to pay \$1,600 per month to operate three coffee cart locations on the Saddleback College campus (\$800 per month for the BGS cart and \$800 per month for the Library Cart). If sales exceed \$8,000 in any given month at either the BGS or Library locations, or exceed \$4,000 in any given month at the Village Café location, CONTRACTOR agrees to pay the greater of \$1,600 or 10% of total sales from all locations for that month. Payments are due monthly within twenty (20) days after the close of each calendar month. DISTRICT reserves the right to give a 30-day termination notice if payments are more than 30 days late.

- C. In the event of a closure or opening, commissions may be renegotiated after a 30 day period during which the impact is under evaluation by the CONTRACTOR. If warranted, CONTRACTOR will provide proposal for modification to the Food and Beverage Committee. A recommendation will be made to the College with a determination provided to CONTRACTOR within twenty (20) days after the original presentation to the committee.

5. EXCLUSIVE FRANCHISE

- A. The only exclusive food and beverage supplier at Saddleback College will be the beverage vending and soft drink supplier.
- B. All CONTRACTORs must comply with the DISTRICT's contract with Pepsi or another exclusive CONTRACTOR to sell soft drinks and other products.

6. PRICES

District reserves the right to ensure that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar facilities. Furthermore, CONTRACTOR warrants that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.

7. DISCOUNTS

CONTRACTOR agrees to a ten percent (10%) price discount for current ASB cardholders. Such discounts shall be prominently displayed at the point of purchase.

8. DISTRICT RESPONSIBILITIES

- A. The DISTRICT shall:
 - 1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).
 - 2. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for operations.
 - 3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).
 - 4. Be responsible for and assume the costs of the following:
 - 5. Providing building space, as needed, for operations.
 - 6. Providing outside trash bin and trash collection services.
 - 7. Cost of the utilities: electricity, heat, and air conditioning.
 - 8. Provide janitorial and grounds maintenance coverage of the areas outside the service area.
 - 9. DISTRICT shall provide all necessary keys to insure that CONTRACTOR's supervisory personnel shall have access to facilities at all times.
 - 10. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.
 - 11. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.
 - 12. When equipment owned by the DISTRICT is no longer functional,

College and CONTRACTOR will negotiate alternatives. Prior to any/all replacement, CONTRACTOR must obtain an independent analysis confirming need and at no cost to the DISTRICT. The brand, model, and quality shall be at the sole discretion of the DISTRICT, but recommendations by the CONTRACTOR shall be taken under advisement.

13. DISTRICT's single point of contact for all communication and contract negotiations will be the Director of Fiscal and Contract Services.

9. INSURANCE

The CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

- A. Operations, contractual, and protective liability subject to the following limits: \$2,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$2,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.
- B. Worker's compensation insurance covering all CONTRACTOR'S employees connected with the operation.
- C. The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount.
- D. These policies shall name the DISTRICT, the Board of Trustees, Saddleback College, the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.
- E. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

10. HOLD HARMLESS CLAUSE

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College, and all of their respective officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above,

sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Student Government of Saddleback College, or their officers, employees or agents.

- B. Liability for damages for injury to or death of any person(s) or damage to loss or theft of any property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend at DISTRICT's request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

11.EVALUATION OF SERVICE

- A. The DISTRICT shall have a food and beverage committee to appraise and evaluate the operations of the CONTRACTOR.
- B. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the operation at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.
- C. If the committee determines that the coffee cart or food services at the Village Café do not meet the requirements of this Agreement, it will notify CONTRACTOR in writing of the complaint, the facts involved, and the solution sought. If CONTRACTOR fails to satisfy the complaint within ten (10) days, DISTRICT shall have the right to terminate the Agreement in accordance with Article 13 of this Agreement.

12.TERMINATION

- A. Either party shall have the right to terminate the Agreement for any reason upon ninety (90) days' prior written notice to the other party.
- B. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.
- C. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent operator chosen by the DISTRICT (not to exceed ninety (90) days).
- D. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance and worker's compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.

- E. On any termination, expiration or non-renewal of this Agreement, DISTRICT shall pay CONTRACTOR the unamortized book value (calculated on the straight-line method from the in-service date[s] over the greater of 8 years or until expiration of this Agreement of all Capital Improvements specified in Section 19 and the One Time Contribution specified in Section 4D above.

13. LICENSING AND PERMITS

It is expressly understood that the CONTRACTOR assumes sole responsibility for the observances of, and so observes and complies, with all provisions of federal, state, and local laws relating to or governing the operation. All licenses and permits shall be obtained and paid for by the CONTRACTOR.

14. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR excluding property taxes.

The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contract or otherwise.

15. SCHOLARSHIPS

CONTRACTOR is encouraged but not required to provide general scholarship contributions to be administered by the College.

16. DONATIONS

CONTRACTOR shall provide \$200 in yearly gift card credits in increments of \$5 per card to be used at the discretion of Saddleback College.

CONTRACTOR is encouraged but not required to donate towards the Saddleback College Food Pantry program.

17. CAPITAL IMPROVEMENT

Capital improvements projects must be approved by the college. The expense of capital improvement projects will be borne by the CONTRACTOR and will be amortized over an agreed-upon timeline. Should the contract end before the capital improvement expenses are fully amortized, the college will reimburse the CONTRACTOR in full for the unamortized expenses,

18. PARKING

Parking at Saddleback College by the CONTRACTOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.

19. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and

CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

20.ASSIGNMENT/ADVERTISEMENT

- A. The contract shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT facilities by third parties without the express written consent of the DISTRICT. This contract is made for the exclusive benefit of the parties, and no benefit to any third party is intended. The CONTRACTOR shall not use DISTRICT facilities for purposes not relating to the DISTRICT without prior written consent of the DISTRICT.
- B. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

21.AMENDMENT

The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification and agreed upon by both parties.

22.NOTICE

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

CONTRACTOR: Scott Cohen, CFO The Drip Coffee, Inc. 9 Pacific Grove Irvine, CA 92602 swcohen@cox.net	DISTRICT: Dr. Debra L.Fitzsimmons Vice Chancellor of Business Services South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 dfitzsimons@socccd.edu
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23.NON-DISCRIMINATION

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT's adopted affirmative action policy.

24.COMPREHENSIVENESS

- A. If any provision of the Agreement as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.
- B. The complete contract includes documents, including the Request for Proposal,

Information Required of Bidder, Insurance Policies, List of District Furnished Equipment, Contractor's Certificate Regarding Worker's Compensation, Contractor's Proposal, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties hereto, the day and year shown below.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

CONTRACTOR

BY: _____
Authorized Represent

BY: _____
Authorized Representative

Print
Name Dr. Debra Fitzsimons

Print
Name _____

Print
Title Vice Chancellor – Business Services

Print
Title _____

Date _____

Date _____

College Initiating Department

[INSERT COLLEGE INITIATING DEPARTMENT]

Contact Name

[INSERT COLLEGE CONTACT NAME]

Contact Email and Phone Number

[INSERT COLLEGE CONTACT EMAIL/PHONE]

Exhibit A

Hours of Operation

When classes are in session (BGS and LRC/Library Locations):

Monday – Thursday: 7:00 a.m. – 9:00 p.m.
Friday: 7:00 a.m. – 2:00 p.m.
Saturday: 10:00 a.m. – 2:00 p.m.

When classes are in session (Village Café):

Monday – Thursday: 7:30 a.m. – 8:00 p.m.
Friday: 7:00 a.m. – 12:00 p.m.

When classes are not in session (BGS and LRC/Library Locations):

Monday – Thursday: 7:30 a.m. – 1:30 p.m.
Friday: 7:30 a.m. – noon

When classes are not in session (Village Café): closed

The facility will be closed when the campus is closed.

Exhibit B

Existing Equipment List

BGS Cart:

- Canopy over cart
- 2 Coffee Carts (one side cart and one main cart) and all equipment on carts
- Espresso Machine, brewer, fridge, sink, blender, ice coolers, mobile support unit (MSU)
- Storage – All shelving, products, coolers, and storage container

Library/LRC Cart:

- Canopy over cart
- 2 Coffee Carts (one side cart and one main cart) and all equipment on carts
- Espresso Machine, brewer, fridge, sink, blender, ice coolers, mobile support unit (MSU)
- Storage – All shelving, products, coolers, and storage container

Village Café:

- Steel racks in storage/inventory room
- All coolers
- Ice cream freezer
- Display items to house products
- Bakery rack
- Coffee carts
- All café furniture

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Design Manual Consultant Services, Richard Berliner Architect, Inc. dba Berliner Architects

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.

The ATEP Development Framework "Next Steps" identified a need to create a design manual for prospective tenants to ensure the site is developed with a cohesive identity.

STATUS

On April 18 and April 25, 2017, SOCCCD ran newspaper advertisements for consideration of Design Guidelines Consultant Services. Additional marketing efforts included placing a copy of the Request for Qualifications and Proposals (RFQ & P) on the district's website.

On May 8, 2017, two 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. Both of the submitting firms were invited to participate in interviews held on June 6, 2017. The evaluation committee determined Richard Berliner Architect, Inc. to be the most technically qualified.

Staff recommends approval of the Richard Berliner Architect, Inc. dba Berliner Architects agreement (EXHIBIT B) for a not to exceed amount of \$195,000, to perform Design Guidelines Consultant Services for the ATEP site.

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 Richard Berliner Architect, Inc. dba Berliner Architects to provide Design Guidelines Consultant Services at ATEP for a not to exceed amount of \$195,000 from July 10, 2017 to January 10, 2018.

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

BID NO. 22

**Proposals for Design Manual Consultant Services
Advanced Technology & Education Park
June 26, 2017**

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
*Richard Berliner Architect Inc. dba Berliner Architects	Culver City, CA	Richard Berliner
M. Arthur Gensler Jr. & Associates, Inc.	Newport Beach, CA	Deborah Shepley
*Recommended Firm		



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ARCHITECTURAL CONSULTANT SERVICES AGREEMENT
DESIGN GUIDELINES SERVICES**

Richard Berliner Architect, Inc. dba Berliner Architects

July 10, 2017 – January 10, 2018

This AGREEMENT is made and entered into this 26TH day of June in the year 2017 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Richard Berliner Architect, Inc. dba Berliner Architects 5976 Washington Blvd. Culver City, CA 90232 (310) 838-2100 hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain ARCHITECTURAL services for the Design Guidelines Services for the Advanced Technology & Education Park, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide DESIGN GUIDELINES 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. **Services.** The ARCHITECTS's services shall consist of those services performed by the ARCHITECT and ARCHITECTS'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 professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. ARCHITECT's Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. ARCHITECT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for one Project Manager and one Project Engineer. The ARCHITECT shall designate Richard Berliner as Principal Architect, and a management team of Mark Hembree as Project Manager, Scott Baker of RELM as Principal Landscape Architect and David Maestress of RELM as Project Designer. 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.** ARCHITECTS'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. **Services.** 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 4 specific Tasks:

- a. Task 1 – Project Initiation
- b. Task 2 – Document review and initial review
- c. Task 3 – Design Guidelines Manual Development
- d. Task 4 – Final Design Guidelines Manual

- 2.2. **Schedule.** The ATEP Design Guidelines Services effort is expected to begin upon Board approval at the June Board meeting and end no later than February 28, 2018.

- 2.3. **Tasks.** The following are the expected tasks and deliverables associated with the Design Manual Services:

- a. **Task 1: Project Initiation (approximately 4 weeks)**

Meet with ATEP Development team to discuss the scope of the project and to assess the available documentary materials, 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 Design Guidelines Services terms and conditions and appropriate to meet the highest standard for the ATEP Design Guidelines Services.

Deliverables:

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

b. **Task 2: Document review and initial review (approximately 6 weeks)**

Propose and review documents, including plans and photographs and obtain representative examples to include in the final draft of the manual, meet with the ATEP Development team to introduce the project and receive input, and obtain photographs that reflect appropriate design and examples of new development that integrates into the context of the area.

At a minimum, the design guidelines manual should address the following: (1) outline of design review process (2) site context inclusive of physical setting, climate, topography, geology and vegetation (3) Planning History (4) Key Design Challenges/Opportunities (5) Major Planning & Design Principles including, but not limited to longevity, flexibility, interaction, identity, connectivity, sustainability, preservation, circulation linkages, site vistas and network of common areas, (6) Architectural Guidelines (7) Landscape Guidelines and (8) Circulation Guidelines.

Deliverables:

1. Draft design guidelines manual outline, including:
 - a. Annotated Table of Contents
 - b. Description and photographs of the existing conditions
 - c. Summary of design objectives and guidelines
 - d. Photographs; site plans
 - e. Examples of manual layout and design.

c. **Task 3: Design Guidelines Manual Development (approximately 10 weeks)**

Deliverables:

1. Prepare draft narrative portion of the manual that summarizes the character, development patterns, Tustin Legacy requirements and SOCCCD/City of Tustin Development Agreement requirements.
2. Prepare preliminary design guidelines (site planning, building design, landscaping, common areas, etc.)

3. Prepare diagrams, photographs, renderings, etc. to illustrate proposed design guidelines
4. Meet with ATEP Development Team to review draft guidelines.

d. **Task 4: Final Design Guidelines Manual (approximately 4 weeks)**

Deliverables: One electronic version and 4 bound copies.

- 2.4. **Technical Qualifications.** 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. **Associated Regulatory Codes.** 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. **Coordination for Government Authorities.** 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. **Coordination of Others.** 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

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

- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10 and changes related to design errors or omissions.
 - c. **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - d. **Consultant Coordination.** Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation ARCHITECT's performance of the service required hereunder and DISTRICT's payment of all sums due to ARCHITECT.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the ARCHITECT for 6 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in ATTACHMENT A.
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to ARCHITECT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:

- a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT'S employees or ARCHITECT'S subcontractor's employees arising out of ARCHITECT'S work under this agreement; and
 - b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.
 - c. The ARCHITECT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section below, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
- 5.2. **Purchase and Maintain Insurance.** ARCHITECT shall purchase and maintain project specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. **Statutory Workers' Compensation and Employers' Liability.** ARCHITECT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which ARCHITECT may be liable. ARCHITECT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by ARCHITECT. The Employer's Liability Insurance required of ARCHITECT hereunder may be obtained by ARCHITECT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by ARCHITECT hereunder.

- b. **Comprehensive general and auto liability.** ARCHITECT shall purchase and maintain Commercial General Liability and Property Insurance as will protect ARCHITECT from the types of claims set forth below which may arise out of or result from ARCHITECT's services under this Agreement and for which ARCHITECT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than ARCHITECT's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by ARCHITECT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to ARCHITECT's obligations under this Agreement; and (vi) for completed operations.

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

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

- c. **Professional liability insurance.** Professional liability insurance, including contractual liability, with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

- d. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure

such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

5.4. **Insurance Evidenced.** Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. **Coverage Amounts**

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

ARTICLE 6 COMPENSATION TO THE ARCHITECT

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

a.	Task 1: Project Initiation	\$ 16,000
b.	Task 2: Document review and initial review	\$ 48,000
c.	Task 3: Design Guidelines manual Development	\$ 72,000
d.	Task 4: Final Design Guidelines Manual	\$ 34,000
e.	Reimbursable Cost	\$ 10,000
f.	District Controlled Allowance	<u>\$ 15,000</u>
	TOTAL	\$195,000

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services,

- except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in ATTACHMENT A are services included in the ARCHITECT's compensation for Services as set forth in Article 2.
- 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. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District's receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses.
- 6.5. **Withholding Payment.** 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 its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for ARCHITECT services shall be made monthly on the basis set forth in this article
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See ATTACHMENT A) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT's employees and ARCHITECTs in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to ARCHITECT for any costs or expenses paid or

- incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT's employees and ARCHITECTs in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT's normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her ARCHITECTs or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT's Services will be reimbursed.
- 6.11. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the

plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.

- 7.2. **Documentation.** 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. **Electronic Copy of Documents.** 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. **Copyright/Trademark/Patent.** ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

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

ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the Project. However, ARCHITECT shall accept directives only from DISTRICT's designated representative and not from other DISTRICT employees or ARCHITECTs. 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. **District Notification.** The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the 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. **DISTRICT Consultants.** Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to legal counsel, 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. **Affirmative Action.** ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the

- satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to ARCHITECT, ARCHITECT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **ARCHITECT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT's work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT's work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.8. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall

- assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.10. **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 an 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. **Permits/Licenses.** ARCHITECT and all ARCHITECT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:
- | | |
|--|--|
| <u>DISTRICT</u> | <u>ARCHITECT</u> |
| Mary Opel | Richard Berliner |
| Director Site Development | Principal |
| South Orange County | Richard Berliner Architect, Inc. |
| Community College District | dba Berliner Architects |
| 28000 Marguerite Parkway | 5976 Washington Blvd. |
| Mission Viejo, CA 92692 | Culver City, CA 90232 |
| mopel@socccd.edu | richardb@berliner-architects.com |
|
<u>COPY</u> | |
| Dr. Debra L. Fitzsimons | |

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

- 11.14. **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **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. **Binding Agreement**. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”

South Orange County Community College District

“ARCHITECT”

Richard Berliner Architect, Inc.
dba Berliner Architects

Dr. Debra L. Fitzsimons
Interim Chancellor

Richard Berliner
Principal

(Date)

(Date)

Attachment A Criteria for Billing Extra Work

(Taxpayer number)

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.

<u>ARCHITECT Services</u>	<u>Fee Per Hour</u>
Principal	\$210.00
Project Manager	\$155.00
Project Designer	\$135.00
Drafting and Design Staff	\$85.00 to \$105.00

<u>RELM**</u>	
President	\$250.00
Principal	\$200.00
Associate	\$175.00
Senior Designer	\$135.00
Designer	\$110.00
Administrative	\$65.00

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Site Project Development Services, Amendment No. 2 to Development Services Agreement, HCTD, LLC

ACTION: Approval

BACKGROUND

The Board approved a site development services agreement with HCTD, LLC, at its June 22, 2009 Board meeting, and an amendment at its May 23, 2011 meeting. This agreement and amendment supports the District services staff in providing various ATEP project development services and construction related management for the ATEP site.

STATUS

Construction on the ATEP site commenced in October 2016, with the initial phase of the site development project. HCTD, LLC (Development Manager) and the District desire to update the original agreement and subsequent Amendment No.1 (EXHIBIT B) to reflect revised services that have been and will be provided by HCTD, LLC.

The Amendment No. 2 (EXHIBIT A) updates language to reflect the current planning document, the ATEP Development Framework, approved at the April 22, 2015 Board meeting. Additions to the Scope of Work provides a list of the basic services to be provided by the Development Manager throughout the term of the agreement, which shall be for an Initial Term of three (3) years, with two (2) additional terms of one (1) year each. The Development Management fee for the Initial Term is a monthly fixed fee in the amount of \$25,375.00, plus pre-approved expenses up to \$2,500 a month. Fee adjustments for subsequent terms will be based upon increases in the index as defined the amendment.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 2 to the Development Services Agreement with HCTD, LLC for ATEP project site development services in the annual amount of approximately \$334,500 from June 27, 2017 to June 26, 2022.

AMENDMENT NO. 2 TO DEVELOPMENT SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO DEVELOPMENT SERVICES AGREEMENT (this “**Amendment No. 2**”), made and entered into as of June 27, 2017 (the “**Amendment No. 2 Identification Date**”), constitutes an amendment to that certain Development Services Agreement by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency (“**District**”), and HCTD, LLC, a Delaware limited liability company (“**Development Manager**”) dated June 24, 2009 (the “**Original Agreement**”), as amended by that certain Amendment No. 1 to Development Services Agreement dated as of June 28, 2011 (“**Amendment No. 1**”; the Original Agreement as amended by Amendment No. 1 shall be referred to herein as the “**Base Agreement**”). All capitalized terms not otherwise defined in this Amendment No. 2 shall have the meaning ascribed to such terms in the Base Agreement.

RECITALS

The Parties enter into this Amendment No. 2 on the basis of the following facts, understandings and intentions:

A. Construction of the Project commenced on or about October 17, 2016. The initial phase of the Project consists of (i) the construction of an approximately 32,492 square foot career technical education facility for Irvine Valley College and related improvements (the “**IVC Building**”) and (ii) the construction of private roads, utilities and other infrastructure to serve the IVC Building and the first phase of development of the ATEP Site (the “**Infrastructure Project**”).

B. Subsequent to the Commencement Date of the Original Agreement, Development Manager has provided services to the District with respect to the ATEP Site that are different than the Scope of Work attached as Exhibit D to the Original Agreement (as amended by Amendment No. 1). The Parties desire to modify the Scope of Work to reflect the revised services that have been and will be provided by Development Manager.

C. The Parties desire to modify the Term of the Base Agreement and to modify the amount of the Development Management Fee.

D. The Parties desire to make certain other changes to the Base Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Base Agreement as follows:

1. **ATEP Site and Development Framework.**

(a) The current SOCCCD Fee Property and current Sublease Area are depicted on Exhibit AA attached hereto. The current ATEP Site (which comprises approximately 61.47 acres) consists of the current SOCCCD Fee Property and the current Sublease Area. Also depicted on Exhibit AA is the Animal Care Center Parcel, which has been

ground leased by SOCCCD to the County and will be ultimately acquired in fee by the County (the “**Animal Care Center Parcel**”), and the County Exchange Parcel, which will ultimately be acquired in fee by SOCCCD from the City (the “**County Exchange Parcel**”). The legal description of the SOCCCD Fee Property attached as Exhibit A-1 to the Original Agreement is hereby deleted, and all references to the SOCCCD Fee Property in the Base Agreement shall be deemed to refer to the parcels depicted on Exhibit AA attached hereto. The legal description of the Sublease Area attached as Exhibit A-2 to the Original Agreement is hereby deleted, and all references to the Sublease Area in the Base Agreement shall be deemed to refer to the parcels depicted on Exhibit AA attached hereto. The map depicting the ATEP Site attached as Exhibit B to the Original Agreement is hereby deleted and replaced by the map attached hereto as Exhibit AA.

(b) The Phase 3A Site Plan attached as Exhibit C to the Original Agreement is hereby deleted and replaced by the drawing attached hereto as Exhibit BB, depicting the ATEP Development Framework as approved by the District’s Board of Trustees on or about April 22, 2015 (the “**Development Framework**”). All references in the Base Agreement to Phase 3A shall be deemed to refer to the Development Framework. All references in the Base Agreement to the Phase 3A Site Plan shall be deemed to refer to the drawing attached hereto as Exhibit BB, depicting the Development Framework.

(c) All references in the Base Agreement to the Project shall be deemed to refer to the development and construction of so much of the planned development of the ATEP Site pursuant to the Development Framework as the District may, in its sole discretion, determine.

2. **Scope of Work.**

(a) The Basic Services set forth in Section 1 of the Scope of Work attached as Exhibit D to the Original Agreement are hereby modified by deleting those matters set forth in Exhibit AA of Amendment No.1 and by adding those matters set forth in Exhibit CC attached hereto.

(b) Sections 2 through 7 inclusive of the Scope of Work attached as Exhibit D to the Original Agreement, Section 1(b) of Amendment No. 1 and Exhibit BB of Amendment No. 1 are each hereby deleted in their entirety.

3. **Services.**

(a) Section 3(f) of the Base Agreement (concerning Stages of Development) is hereby deleted in its entirety. All references in the Base Agreement to the Stages, the Commencement Date and the Notice to Proceed are hereby deleted in their entirety.

(b) Section 3(h) of the Base Agreement (concerning Status Meetings) is hereby deleted in its entirety. Exhibit E of the Base Agreement (concerning the Program Management Plan) is hereby deleted in its entirety.

(c) Section 3(i) of the Base Agreement (concerning maintaining a written record of meetings) is hereby deleted in its entirety.

(d) Section 3(j) of the Base Agreement (concerning the Monthly Progress Report) is hereby amended and restated in its entirety as follows:

“(j) **Monthly Progress Report.** Development Manager shall provide a monthly progress report during the Term of this Agreement. Such monthly progress report shall include a narrative on the status of the tasks that Development Manager is performing pursuant to the Basic Services. Such monthly progress report shall be in a format approved by the District.”

(e) Section 3(k) of the Base Agreement (concerning preparation of the Schedules) is hereby deleted in its entirety. All references in the Base Agreement to the Project Schedule, the Preliminary Construction Schedule and the Construction Schedule are hereby deleted in their entirety. Development Manager shall not be responsible for the preparation of such Schedules. All references in the Base Agreement to such Schedules are hereby deleted in their entirety.

4. **Development Manager Fee.** The Development Manager Fee Summary attached as Exhibit F to the Original Agreement (as amended by Exhibit CC attached to Amendment No. 1) is hereby amended and restated in its entirety as set forth in Exhibit DD attached hereto. All references in the Base Agreement to the Development Manager Fee Summary shall be deemed to refer to Exhibit DD attached hereto. In addition, all references in the Base Agreement to the Development Manager Fee shall be deemed to refer to such term as defined in Exhibit DD attached hereto.

5. **Deletion of Certain Services.** The following duties and services to be provided by Development Manager are hereby deleted in their entirety: (a) Section 5 of the Base Agreement (concerning the Planning Stage), (b) Section 6 of the Base Agreement (concerning the Pre-Construction Stage) and (c) Section 7 of the Base Agreement (concerning the Construction Stage). It is the intent of the Parties that Development Manager shall be responsible for providing the Basic Services at all times during the Term of this Agreement.

6. **Term of Agreement.** Section 13 of the Base Agreement is hereby amended and restated in its entirety as follows:

“13. **Term of Agreement.** This Agreement shall be effective on the date that it is fully executed and delivered, and shall continue until the three (3) year anniversary of the Amendment No. 2 Identification Date, unless terminated earlier pursuant to the terms of this Agreement (the “**Initial Term**”). The Initial Term shall be automatically extended for two (2) additional terms of one (1) calendar year each, the first extension term commencing upon the expiration of the Initial Term (the “**First Extension Term**”) and the second extension term commencing upon the expiration of the First Extension Term (the “**Second Extension Term**”). Notwithstanding the foregoing, this Agreement shall terminate upon the expiration of the Initial Term or First Extension Term, as applicable, if either Party provides written notice to the other Party of its election to terminate this Agreement not less than one hundred twenty (120) days prior to the expiration of the Initial Term or First Extension Term, as

applicable. The Initial Term, as extended by the First Extension Term and the Second Extension Term, as applicable, shall be collectively referred to herein as the “**Term.**””

7. **Termination of Agreement by District.** Section 14(a)(ii) of the Base Agreement is hereby amended and restated in its entirety as follows:

“(ii) Hudson Pacific Services, Inc. shall cease to be a majority owner of Development Manager or shall for any reason cease to be in control of the day-to-day affairs of Development Manager;”

8. **Break-Up Fee.** Section 14(e) of the Original Agreement (as amended and restated in Section 5 of Amendment No. 1) is hereby deleted in its entirety.

9. **Notices.** Section 19(c) of the Original Agreement is hereby amended and restated in its entirety as follows:

“(c) **Notices.** All notices or other communications between District and Development Manager required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic mail to the following addresses:

To District: South Orange County Community College District
2800 Marguerite Parkway
Mission Viejo, California 92692-3635
Attention: Debra Fitzsimons, Vice Chancellor of
Business Services
Email: dfitzsimons@socccd.edu

With a copy to: Jackson Tidus
2030 Main Street, Suite 1200
Irvine, California 92614
Attention: Andrew P. Bernstein, Esq.
Email: abernstein@jacksontidus.law

To Development Manager: c/o Hudson Pacific Services, Inc.
11601 Wilshire Blvd., Ninth Floor
Los Angeles, California 90025
Attention: Victor Coleman
Email: victor@hudsonppi.com

With a copy to: c/o Hudson Pacific Services, Inc.
11601 Wilshire Blvd., Ninth Floor
Los Angeles, California 90025
Attention: Steve Jaffe
Email: sjaffe@hudsonppi.com

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. local time or otherwise on the day following personal delivery; or when received, if transmitted by electronic mail (e-mail) prior to 5:00 p.m. local time or otherwise on the next business day, provided receipt of such transmission shall be confirmed by follow-up notice within forty-eight (48) hours by another method authorized herein; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier.”

10. **Miscellaneous.**

(a) **Full Force and Effect.** The Base Agreement, as modified by this Amendment No. 2, shall remain in full force and effect.

(b) **Counterparts.** This Amendment No. 2 may be executed in one or more counterparts, each of which shall constitute an original of this Amendment No. 2, but all of which shall constitute one and the same instrument.

(c) **Exhibits.** The Exhibits attached hereto are a part of this Amendment No. 1 and are incorporated into this Amendment No. 2 by this reference as if fully set forth herein.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the Amendment No. 2 Identification Date above.

DISTRICT:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, a public agency

By: _____

Name: Debra L. Fitzsimons

Title: Vice Chancellor of Business Services

DEVELOPMENT MANAGER:

HCTD, LLC, a Delaware limited liability company

By: Hudson Pacific Services, Inc., a Maryland
corporation, its Sole Member

By: Hudson Pacific Properties, L.P., a
Maryland limited partnership, its
Sole Shareholder

By: Hudson Pacific Properties,
Inc., a Maryland corporation,
its General Partner

By: _____

Name: _____

Title: _____

Table of Exhibits

Exhibit AA	Map of ATEP Site
Exhibit BB	Development Framework
Exhibit CC	Additions to Scope of Work
Exhibit DD	Development Manager Fee Summary

Exhibit AA
Map of ATEP Site

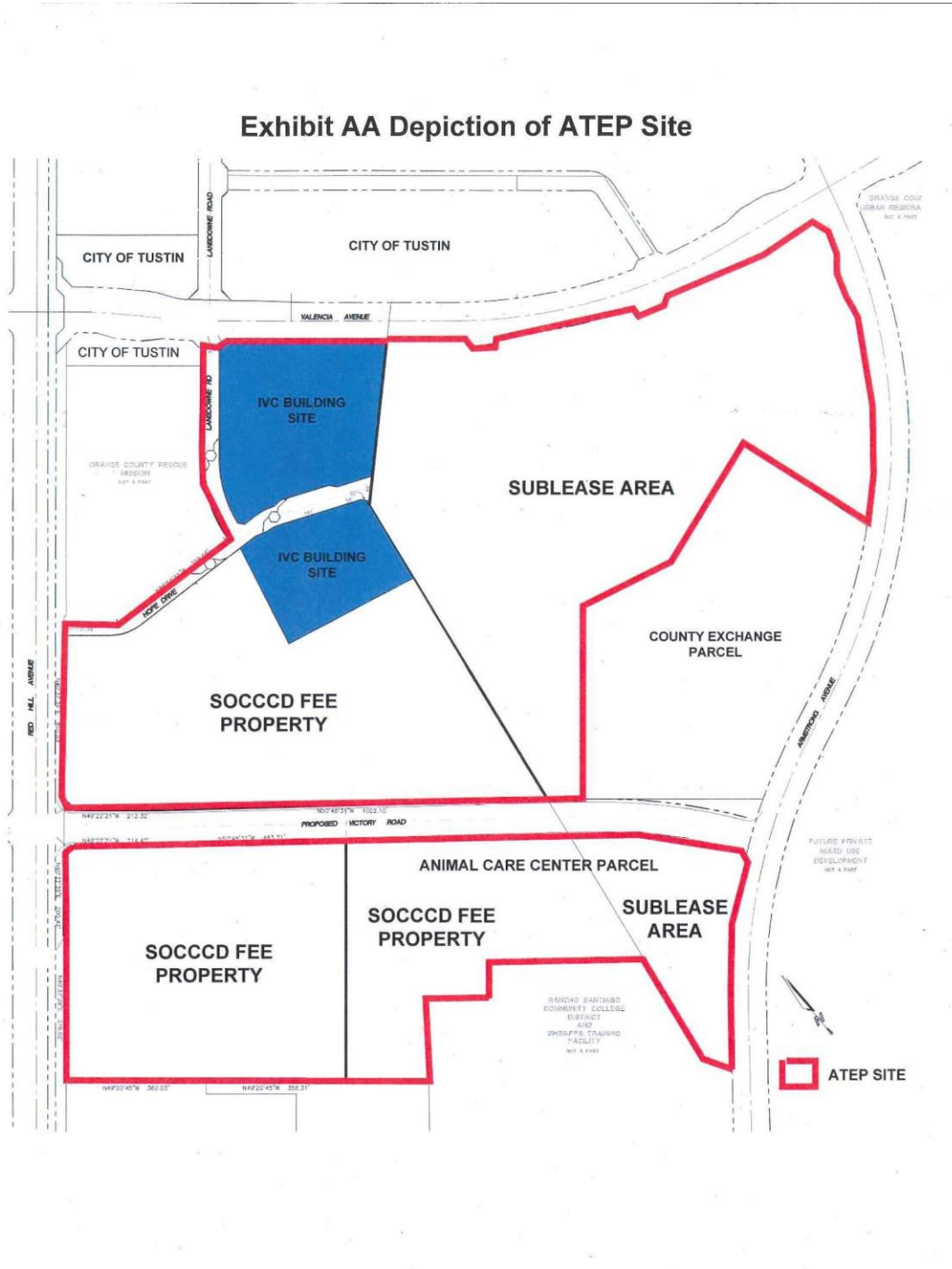


Exhibit BB
Development Framework

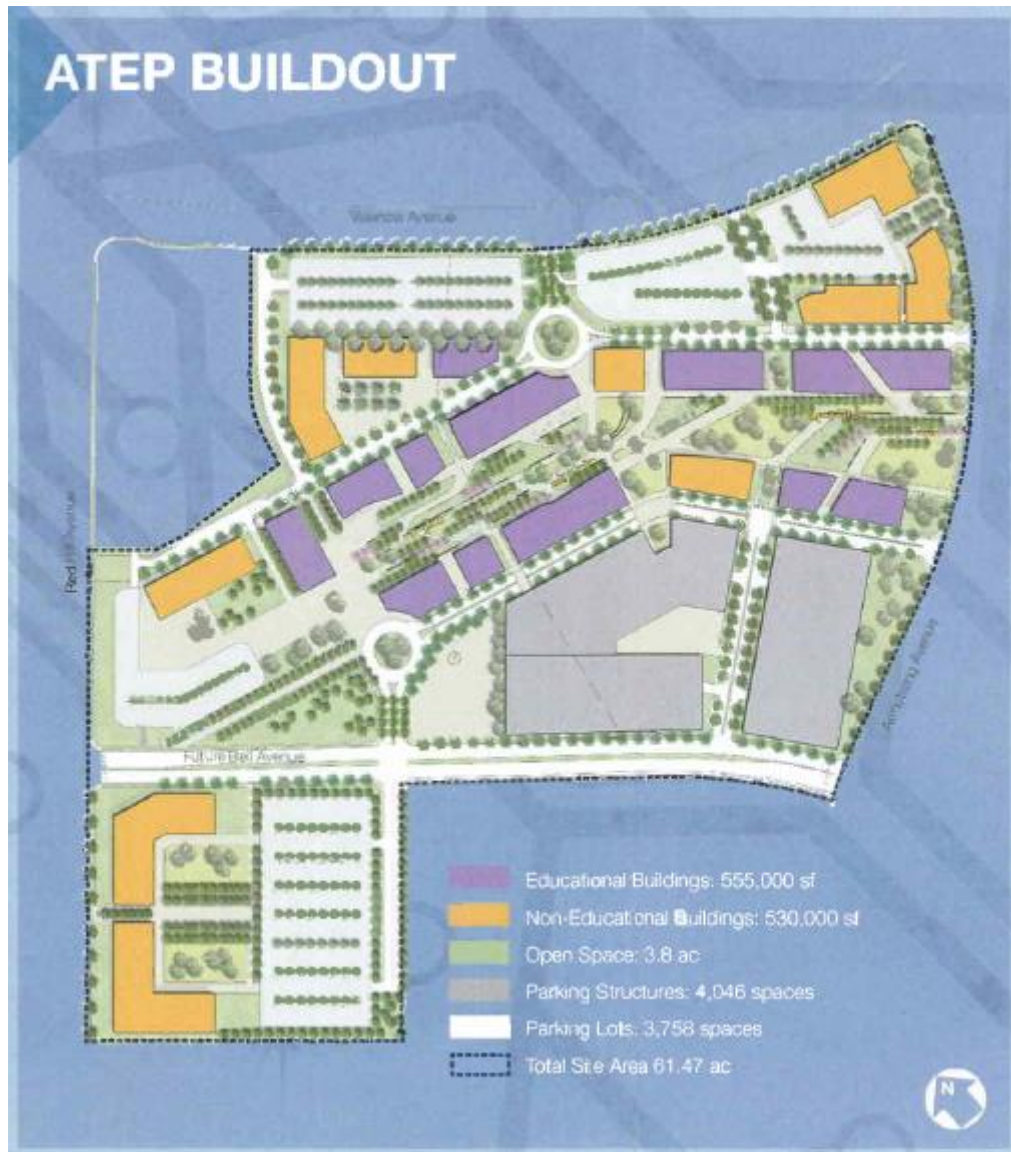


Exhibit CC

Additions to Scope of Work

The following are hereby added to the Basic Services:

- 1.18 Meet on a regular basis with ATEP team of staff and consultants to discuss various issues of interest including but not limited to: construction of Victory Road, construction of County of Orange Animal Care Center, construction of the Infrastructure Project, construction of the IVC Building, requests for proposal for design services, planning and construction of future District building projects, LIFO/ environmental issues, ATEP CC&R's, marketing and ground lease proposals.
- 1.19 Provide consulting services for Infrastructure Project.
 - (a) Review and comment on contractor billing.
 - (b) Review and comment on cost estimates, change orders and schedules.
 - (c) Participate in project meetings.
- 1.20 Provide consulting services for IVC Building.
 - (a) Review and comment on contractor billing.
 - (b) Review and comment on change orders and schedules.
 - (c) Participate in project meetings.
- 1.21 Provide consulting services concerning requests for proposal for design services for the ATEP Site, including signage and design guidelines.
 - (a) Review and comment on requests for proposal.
 - (b) Participate in bid opening, notification and award of bid.
 - (c) Review and comment on contractor billing.
 - (d) Review and comment on cost estimates, change orders and schedules.
 - (e) Participate in project meetings.
- 1.22 Provide consulting services concerning construction management and property management for the ATEP Site, including contractor's manual.
 - (a) Review and comment on requests for proposal.
 - (b) Participate in bid opening, notification and award of bid.
 - (c) Review and comment on contractor billing.
 - (d) Review and comment on cost estimates, change orders and schedules.

- (e) Participate in project meetings.
- 1.23 Consult to District on draft Tentative Tract Map for ATEP Site.
 - (a) Assist in determination of parcel number, sizes and location.
 - (b) Participate in project meetings with District consultants and City/County.
- 1.24 Consult to District on CC&Rs for ATEP Site.
 - (a) Review and provide input to sections of the CC&Rs as issued.
 - (b) Review final CC&R document.
- 1.25 Consult to District on land exchange between the County and the District, including construction of Animal Care Center by the County.
 - (a) Provide entitlement and development consulting.
- 1.26 Consult to District on obtaining commercial development rights not currently allowed by the Development Agreement.
 - (a) Assist District with preparing rationale for a revised parking ratio requirement tied to the District's needs versus City code.
 - (b) Participate in meetings and conferences with City officials and District staff and consultants to effect a change to the current parking requirement for educational use.
- 1.27 Provide consulting services for demolition of buildings on County Exchange Parcel.
 - (a) Review and approve all bid documents.
 - (b) Conduct required job walk and contractor meeting.
 - (c) Participate in bid opening, notification and award of bid.
 - (d) Provide consulting services including, contract administration, site visits and inspections, project meetings and correspondence, documentation and document handling and reporting.
 - (e) Review and approve contractor billing.
- 1.28 Consult to District on engagement of commercial real estate brokers to conduct search for potential educational partners and ground lessees and manage marketing efforts on behalf of District.
 - (a) Recommend brokerage groups based on specific criteria.
 - (b) Prepare information memorandums and conduct interviews.
 - (c) Provide rationale for use of brokerage group.
 - (d) Consult on the marketing efforts of the brokerage team, assisting with preparation of marketing material and monthly meetings.

- 1.29 Provide all necessary back up information, including estimated costs, schedules and approvals needed for use in financing of any potential projects at ATEP Site for District or potential users.
 - (a) Prepare due diligence materials necessary for potential partners and ground lessees.
- 1.30 Assist in effectuating partnerships and ground lease tenancies with potential users.
 - (a) Assist District in determination of suitability of ground lessee.
 - (b) Provide prequalification packages to potential users.
 - (c) Meet with potential users.
 - (d) Provide recommendation of suitability and provide support during ground lease negotiations and transfer to users.
- 1.31 Consult with the District on educational partnership opportunities, strategize on potential shared use facilities, elaborate on feasible deal structures and assist with ground lease structuring and negotiations.

Exhibit DD

Development Manager Fee Summary

In consideration of Development Manager's services hereunder, the District shall pay to Development Manager a fee (the "**Development Management Fee**") as follows:

1. During that portion of the Initial Term (the "**Fixed Fee Period**") commencing on the Amendment No. 2 Identification Date and continuing until the end of the Initial Term, District shall pay to Development Manager a monthly fixed fee in the amount of Twenty-Five Thousand Three Hundred Seventy-Five and no/100 Dollars (\$25,375.00) (the "**Monthly Fixed Fee Payment**").

2. On the first day of each of the First Extension Term and the Second Extension Term (each a "**CPI Adjustment Date**"), the amount of the then-current Monthly Fixed Fee Payment shall increase (but not decrease) to reflect the change in the Index (as defined below) during the prior period of the Term as set forth below. In each instance, the Monthly Fixed Fee Payment shall be multiplied by a fraction, the numerator of which is the Index published most recently before the applicable CPI Adjustment Date and the denominator of which is the Index published most recently before the first day of the prior period of the Term (*i.e.*, the Fixed Fee Period or the First Extension Term, as applicable). For the purposes of this Agreement, the term "**Index**" shall mean the Consumer's Price Index – All Items, for the Los Angeles-Riverside-Orange County Area, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984 = 100). If the base year of the Index is changed, then the calculation hereunder shall be made utilizing the appropriate conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the Index herein specified. If no such conversion factor is published, then the parties shall, if possible, make the necessary calculation to achieve such conversion. If such calculation is not possible, or if publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, the term "Index" shall mean comparable statistics on the cost of living as computed by an agency of the United States Government performing a function similar to the Bureau of Labor Statistics or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the Index.

3. The amount of the Monthly Fixed Fee Payment for any partial calendar month during the Term shall be prorated based on a thirty (30) day month and the actual number of days elapsed.

4. Development Manager shall submit to District for its approval a schedule ("**Reimbursables Schedule**") setting forth the categories of reimbursable expenses, together with the rate of reimbursement by category (e.g., dollar amount per mile for travel; cents per copy for reproduction). Concurrently with each Monthly Fixed Fee Payment, District shall reimburse Development Manager upon request for all of Development Manager's reasonable out-of-pocket costs and expenses incurred directly in connection with the Project through the 15th day of the month immediately preceding the date of payment (which costs shall be

summarized and reported to District by Development Manager no later than the 20th day of such immediately preceding month) provided that such requests for reimbursement are in compliance with the approved Reimbursables Schedule. All requests for reimbursement shall be in form reasonably approved by District and shall be accompanied by reasonable and appropriate evidence such as receipts. The total amount of such reimbursements for any calendar month shall not exceed Two Thousand Five Hundred Dollars (\$2,500) for any calendar month without the prior written approval of District.

AMENDMENT NO. 1 TO DEVELOPMENT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO DEVELOPMENT SERVICES AGREEMENT (this "**Amendment No. 1**"), made and entered into as of June 28, 2011 (the "**Amendment No. 1 Identification Date**"), constitutes an amendment to that certain Development Services Agreement by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("**District**"), and HCTD, LLC, a Delaware limited liability company ("**Development Manager**") dated June 24, 2009 (the "**Base Agreement**"). All capitalized terms not otherwise defined in this Amendment No. 1 shall have the meaning ascribed to such terms in the Base Agreement.

RECITALS

The Parties enter into this Amendment No. 1 on the basis of the following facts, understandings and intentions:

A. Subsequent to the Commencement Date, Development Manager has provided services to the District with respect to the ATEP Site that extend beyond the Scope of Work attached as Exhibit D to the Base Agreement. The Parties desire to modify the Scope of Work to reflect the expanded services that have been and will be provided by Development Manager.

B. The Project is currently in the Planning Stage. The development and construction of the Project has been delayed due to a number of factors, including the availability of funds required in order to develop and construct the Project. The District currently contemplates that the Project will consist of the construction of one (1) building comprising approximately thirty thousand (30,000) gross square feet. In light of the foregoing factors, the Parties desire to amend the amount and terms of payment of the Development Management Fee, and to reduce and ultimately eliminate the payment of the Break-Up Fee.

C. The Parties desire to make certain other changes to the Base Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Base Agreement as follows:

1. **Scope of Work.** The Scope of Work attached as Exhibit D to the Base Agreement is hereby modified as follows:

(a) The Basic Services are hereby modified by adding those matters set forth in Exhibit AA attached hereto.

(b) Section 4.1.3 of the Scope of Work is hereby amended and restated in its entirety as follows:

The DEVELOPMENT MANAGER shall assist in the selection and procurement of furniture, furnishings and equipment within the Project. DEVELOPMENT MANAGER shall develop a schedule for bidding and delivery/installation of such furniture, furnishings and equipment coordinated with Project completion.

(c) Section 7.2.6 of the Scope of Work is hereby deleted in its entirety.

2. **Additional Services.** The schedule of billing rates for Additional Services attached as Exhibit D5.8.7 to the Base Agreement is hereby amended and restated in its entirety as set forth in Exhibit BB attached hereto. All references in the Base Agreement to Exhibit D5.8.7 shall be deemed to refer to Exhibit BB attached hereto.

3. **Development Manager Fee.** The Development Manager Fee Summary attached as Exhibit F to the Base Agreement is hereby amended and restated in its entirety as set forth in Exhibit CC attached hereto. All references in the Base Agreement to the Development Manager Fee Summary shall be deemed to refer to Exhibit CC attached hereto. In addition, all references in the Base Agreement to the Development Manager Fee shall be deemed to refer to such term as defined in Exhibit CC attached hereto.

4. **Suspension Notice.** Section 14(d) of the Base Agreement is hereby amended and restated in its entirety as follows:

District may suspend Development Manager's services under this Agreement at any time without penalty by written notice to Development Manager of such suspension (a "**Suspension Notice**"). A Suspension Notice shall set forth the reason for the suspension of the work, the anticipated term of the suspension, whether the suspension is partial (as provided below) or entire, and shall be provided to the Development Manager not less than seven (7) days prior to the suspension date. During the Construction Period, District may elect to suspend only the Construction Period Services described in the Scope of Work, in which event the suspension shall be deemed partial (a "**Partial Suspension**"). If the suspension is a Partial Suspension, Development Manager shall continue to render the services described in the Scope of Work other than Construction Period Services, and Development Manager's compensation during the period of such Partial Suspension shall be as set forth in Exhibit CC to Amendment No. 1 to this Agreement. Within forty-five (45) days after written demand therefor (together with supporting evidence for same), the Development Manager shall be compensated for fees incurred in the interruption and resumption of the Development Manager's services. If the Development Manager's services are suspended in their entirety for more than ninety (90) consecutive days (which ninety (90) day period shall be subject to extension upon mutual written agreement of the Parties), either Party may terminate this Agreement by giving not less than seven (7) days' prior written notice and as otherwise in compliance with Section 14(a) or Section 14(b) of this Agreement, as applicable. District

may elect to lift the suspension of Development Manager's services by giving written notice to Development Manager not less than seven (7) days prior to the date such suspension is to be lifted, and Development Manager shall thereafter render the full complement of services described in the Scope of Work.

5. **Break-Up Fee.** Section 14(e) of the Base Agreement is hereby amended and restated in its entirety as follows:

Notwithstanding any other rights of termination provided herein, the District shall have the right upon written notice to Development Manager to terminate this Agreement for any reason whatsoever or for no reason at any point in the development or construction of the Project; provided, however, that Development Manager shall be entitled to compensation to the extent of the Monthly Payments for periods up to and including the month in which notice of termination is received, and provided further, that if the termination is not due to any of the events set forth in Section 14(a)(i) or (ii) above or if either Party terminates this Agreement following a Suspension Notice, the District shall pay to Development Manager within five (5) business days following any such termination and in immediately available funds, a fee (the "**Break-Up Fee**") as follows: the Break-Up Fee shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), less the aggregate of all Interim Period Monthly Fee Payments (as defined in Exhibit CC to Amendment No. 1 to this Agreement) paid by the District from and after June 1, 2011. If this Agreement is terminated at any time after the aggregate of all Interim Period Monthly Fee Payments paid by the District from and after June 1, 2011 exceeds Two Hundred Fifty Thousand Dollars (\$250,000), then no Break-Up Fee shall be owing.

6. **Personnel.** Notwithstanding anything to the contrary in Section 2 or elsewhere in the Base Agreement, the Parties agree and acknowledge that Christopher J. Barton (the current Project Director) will no longer be expected to attend each Weekly Meeting or Status Meeting; provided however; that (a) Nader Shah (the current Project Manager) will continue to attend each Weekly Meeting and Status Meeting; and (b) Mr. Barton will be available to attend specific Weekly Meetings or Status Meetings on an "as needed" basis and will remain available for consultation with respect to the Project.

7. **Consent to Transfer of Membership Interest.** Development Manager has notified District that Hudson Capital, LLC, a California limited liability company ("**Hudson Capital**") (Development Manager's sole member), has completed a restructuring, and as part of such restructuring, Hudson Capital has transferred its membership interest in Development Manager to Hudson Pacific Services, Inc., a Maryland corporation ("**Hudson Pacific**"). Development Manager represents and covenants to District that the individuals who have ultimate ownership and control of Hudson Capital are identical to the individuals who have ultimate ownership and control of Hudson Pacific. Pursuant to Section 19(a) of the Base Agreement, District hereby consents to the transfer of Hudson Capital's membership interest in Development Manager to Hudson Pacific.

8. **Miscellaneous.**

(a) **Full Force and Effect.** The Base Agreement, as modified by this Amendment No. 1, shall remain in full force and effect.

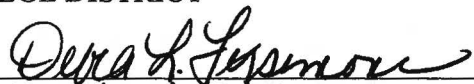
(b) **Counterparts.** This Amendment No. 1 may be executed in one or more counterparts, each of which shall constitute an original of this Amendment No. 1, but all of which shall constitute one and the same instrument.

(c) **Exhibits.** The Exhibits attached hereto are a part of this Amendment No. 1 and are incorporated into this Amendment No. 1 by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the Amendment No. 1 Identification Date above.

DISTRICT:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

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

DEVELOPMENT MANAGER:

HCTD, LLC, a Delaware limited liability company

By: Hudson Pacific Services, Inc., a Maryland
corporation, its Sole Member

By: Hudson Pacific Properties, L.P., a
Maryland limited partnership, its
Sole Shareholder

By: Hudson Pacific Properties,
Inc., a Maryland corporation,
its General Partner


By: 
Name: Howard J. Presley
Title: President

Table of Exhibits

Exhibit AA	Scope of Work	Section 1
Exhibit BB	Development Manager's Billing Rates For Additional Services	Section 2
Exhibit CC	Development Manager Fee Summary	Section 3

Exhibit AA

Scope of Work

The following are hereby added to the Basic Services:

- 1.18 Consult to District on land exchange between the City, the County of Orange (the "**County**") and the District.
 - (a) Propose possible land swap outcomes.
 - (b) Provide entitlement and development consulting.
 - (c) Develop potential target areas to benefit District and City.
 - (d) Provide rationale for the need for a land swap, its economic, logistical and development efficiency components and benefits therein.
 - (e) Advise on strategy for land swap proposals and responses to City and County counter proposals.
 - (f) Prepare estimates of value for land as a result of proposed swap.
 - (g) Prepare FAR and Trip Allocation calculation estimates, suggest need for additional Trip Allocation to attain full entitlement for the entire project including potential commercial uses.
 - (h) Obtain cost estimates for demolition of buildings not currently on District land and potential Bell Avenue construction.
- 1.19 Consult to District on obtaining commercial development rights not currently allowed by the Conveyance Agreement.
 - (a) Prepare initial value estimates for existing campus.
 - (b) Prepare initial value estimates for District and City owned land.
 - (c) Develop commercial development scenarios. Prepare City infrastructure fee schedules for scenarios.
 - (d) Provide closed session review of benefits, both strategic and financial, to Board of Trustees with respect to proposed future development.
 - (e) Determine financial impacts to the District in the event that commercial development is approved by the City.
 - (f) Develop list of potential commercial uses necessary to create future land lease and building lease revenue to the District.
 - (g) Analyze and present site planning recommendations to maximize FAR and entitlement.
 - (h) Develop an intensive shared use program course and metric for potential studio development. Create detailed program for internships, lectures and demonstrations.

- 1.20 Provide project management services for repair and maintenance of Hope Drive parking lot.
 - (a) Review and approve all bid documents.
 - (b) Conduct required job walk and contractor meeting.
 - (c) Participate in bid opening, notification and award of bid.
 - (d) Manage day to day project oversight including, contract administration, site visits and inspections, project meetings and correspondence, documentation and document handling and reporting.
 - (e) Process and approve contractor billing.
- 1.21 Provide project management services for the security fencing project at the existing ATEP campus.
 - (a) Review and approve all bid documents.
 - (b) Conduct required job walk and contractor meeting.
 - (c) Participate in bid opening, notification and award of bid.
 - (d) Manage day to day project oversight including, contract administration, site visits and inspections, project meetings and correspondence, documentation and document handling and reporting.
 - (e) Process and approve contractor billing.
- 1.22 Provide project management services for site utility severance and demolition of existing buildings located in and outside of Phase 3A.
 - (a) Review and approve all bid documents including all addenda.
 - (b) Pre-qualify bidders.
 - (c) Participate in bid opening, notification and award of bid.
 - (d) Manage day to day project oversight including, contract administration, site visits and inspections, project meetings and correspondence, documentation and document handling and reporting.
 - (e) Process and approve contractor billing.
 - (f) Propose follow on phases to include demolition of all slabs and below grade structures, existing hangar building on Warner.
 - (g) Coordinate bid package for advertisement and award of future phases of demolition.
 - (h) Prepare cost estimates and schedules for future phases of demolition.
- 1.23 Consult to District on engagement of commercial real estate brokers to conduct nation-wide search for educational partners.
 - (a) Recommend brokerage groups based on specific criteria.

- (b) Prepare information memorandums and conduct interviews.
 - (c) Provide rationale for use of brokerage group.
 - (d) Assist in selection of broker, including presentation to closed session of Board of Trustees, negotiation of contract, Board approval and execution of contract.
 - (e) Manage the marketing efforts of the brokerage team, assisting with preparation of marketing material and monthly meetings.
- 1.24 Provide all necessary back up information, including estimated costs, schedules and approvals needed for use in financing of any potential projects at ATEP Site.
- (a) Prepare schedule of possible projects to be funded with New Markets Tax Credit financing.
 - (b) Solicit proposals for appraisal of SOCCCD property for use in financing.
 - (c) Prepare due diligence materials necessary for potential investors and allocates.
- 1.25 Participate in discussions with user groups in determining District's requirements for buildings to be developed on site.
- (a) Conduct development forum meetings at ATEP campus with various staff to discuss future of ATEP project and possible programs to be included.
 - (b) Meet with user groups for each college including faculty and staff.
 - (c) Assist in facilitation of potential uses and corresponding square footages to be included in first increment of Phase 3A.
- 1.26 Provide project management services for repair and maintenance of various drainage waterways located throughout the ATEP Site.
- (a) Review proposed construction methods for the repair and maintenance work and recommend contractor input to determine most efficient and cost effective methods.
 - (b) Coordinate preparation of bid documents from scope prepared by RGP to be advertised.
 - (c) Participate in bid opening, notification and award of bid.
 - (d) Manage day to day project oversight including, contract administration, site visits and inspections, project meetings and correspondence, documentation and document handling and reporting.
- 1.27 Consult with the District on educational partnership opportunities, strategize on potential shared use facilities, elaborate on feasible deal structures and assist with ground lease structuring and negotiations.

EXHIBIT BB

Development Manager's Billing Rates for Additional Services

HCTD, LLC

11601 Wilshire Boulevard, Suite 1600
Los Angeles, California 90025
Main: 310.445.5700
Fax: 310.445.5710

**Development Management
Services and Billing Rates for
Additional Services.**

HOURLY RATE:

HCTD Principal	\$ 250.00
Project Director	\$ 200.00
Project Manager	\$ 135.00
Technical Support/Clerical	\$ 75.00

Exhibit CC

Development Manager Fee Summary

In consideration of Development Manager's services hereunder, the District shall pay to Development Manager a fee (the "**Development Management Fee**") as follows:

1. During the twelve (12) month period from and after the Commencement Date (as defined in the Base Agreement), the District paid to Development Manager a flat fee in the amount of Three Hundred Sixty Thousand Dollars (\$360,000) (the "**Pre-Construction Base Fee**") which was paid in twelve (12) equal monthly installments in the amount of Thirty Thousand Dollars (\$30,000) (the "**Pre-Construction Monthly Base Fee Payments**").

2. Commencing on the first day of the first month immediately following the payment by the District of the last of the Pre-Construction Monthly Base Fee Payments, and continuing monthly thereafter until May 1, 2011, the District has or shall pay to Development Manager the sum of Thirty Thousand Dollars (\$30,000) per month. Commencing on June 1, 2011 and continuing thereafter until the first day of the calendar month during which the District delivers the Notice to Proceed for the Construction Stage, the District shall pay to Development Manager the sum of Twenty-Two Thousand Seven Hundred Fifty Dollars (\$22,750) per month. The fee paid by the District pursuant to this Section 2 shall be referred to herein as the "**Interim Period Fee**," and the payments made pursuant to this Section 2 shall be collectively referred to herein as the "**Interim Period Monthly Fee Payments**."

3. In addition to the Pre-Construction Base Fee and the Interim Period Fee, in accordance herewith, the District shall pay to Development Manager a construction fee (the "**Construction Fee**"), in an amount equal to the greater of (a) four percent (4%) of the "Actual Construction Costs" (as defined below), or (b) the aggregate of the "Monthly Construction Fee Payments" (as defined below), which shall be payable as follows: Commencing on the first day of the first month immediately following the month during which the District delivers the Notice to Proceed for the Construction Stage, and continuing, in advance, on a monthly basis thereafter on the first day of each calendar month until completion of construction of the Project, the District shall pay to Development Manager a payment as follows (each a "**Monthly Construction Fee Payment**"; collectively, the "**Monthly Construction Fee Payments**"): for the first twenty-four (24) months after commencement of construction of the Project, the Monthly Construction Fee Payment shall be equal to Forty Thousand Dollars (\$40,000); thereafter, the Monthly Construction Fee Payment shall be equal to Twenty-Two Thousand Seven Hundred Fifty Dollars (\$22,750); provided however, that (i) in the event that the Project is not completed within twenty-four (24) months after commencement of construction due to a material change in the scope of the Project initiated by the District after commencement of construction or due to delays in completion of construction caused by the District, then the Monthly Construction Fee Payment shall remain at Forty Thousand Dollars (\$40,000) until completion of construction; and (ii) during the period of any Partial Suspension (as defined in Section 14(d) of the Base Agreement, as amended and restated in Amendment No. 1 to the Agreement), the Monthly Construction Fee Payment shall be equal to Twenty-Two Thousand Seven Hundred Fifty Dollars (\$22,750). Notwithstanding the foregoing, in the event that an event of Force Majeure (as defined in Section 14(c) of the Base Agreement) occurs, the District

shall have the right to terminate or suspend the Agreement pursuant to Section 14(a) or 14(d) thereof, respectively.

4. Upon completion of construction of the Project, the Construction Fee owing to Development Manager shall be calculated as set forth in Section 3 above. If the aggregate of the Monthly Construction Fee Payments exceeds four percent (4%) of the Actual Construction Costs, then no further payment shall be due to Development Manager. If the aggregate amount of the Monthly Construction Fee Payments paid to Development Manager is less than four percent (4%) of Actual Construction Costs (an "**Underpayment**"), then District shall pay to Development Manager, no later than fifteen (15) days following such determination, the amount of such Underpayment.

5. Development Manager shall submit to District for its approval a schedule ("**Reimbursables Schedule**") setting forth the categories of reimbursable expenses, together with the rate of reimbursement by category (e.g., dollar amount per mile for travel; cents per copy for reproduction). Concurrently with each monthly installment of the Pre-Construction Monthly Base Fee Payments, the Interim Period Monthly Base Fee Payments, and the Monthly Construction Fee Payments, the District shall reimburse Development Manager upon request for all of Development Manager's reasonable out-of-pocket costs and expenses incurred directly in connection with the Project through the 15th day of the month immediately preceding the date of payment (which costs shall be summarized and reported to District by Development Manager no later than the 20th day of such immediately preceding month) provided that such requests for reimbursement are in compliance with the approved Reimbursables Schedule. All requests for reimbursement shall be in form reasonably approved by District and shall be accompanied by reasonable and appropriate evidence such as receipts. The total amount of such reimbursements for any calendar month shall not exceed Two Thousand Five Hundred Dollars (\$2,500) for any calendar month without the prior written approval of District.

6. As used herein, "**Actual Construction Costs**" shall mean all costs and expenses actually paid by the District to the Contractor(s) and materials suppliers during the Construction Stage in connection with the construction of the Project, including, without limitation, all expenses for fixtures and equipment installed and/or included in the Project, and furnishings installed in any portion of the Project as part of the responsibilities of the Contractor and its subcontractors as contemplated by the Contractor's Agreement and the Construction Schedule.

7. The Pre-Construction Monthly Base Fee Payments, the Interim Period Monthly Base Fee Payments and the Monthly Construction Fee Payments are sometimes in this Agreement collectively called the "**Monthly Payments**."

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Student Out-of-State Travel

ACTION: Approval

BACKGROUND

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

STATUS

The student out-of-state travel items listed in EXHIBIT A have been reviewed by college faculty and administration, along with appropriate business services staff for adherence to all requisite activities and conditions associated with student travel. The number of 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.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*
Dr. Tod A. Burnett, President, Saddleback College
Kim McCord, Acting Vice Chancellor, Business Services

Out of State Student Travel
6/26/2017
Board of Trustees Meeting

Student Group Travel

Description of Trip, Location	Trip Dates Inclusive, to/from	Group, Club	No. of students	No. of faculty	Cost Per Student	College Cost	Total Cost (student plus college)	Funding Source(s)	College
2017 Coyote Classic – Women’s Volleyball Tournament Las Vegas, Nevada	Fri. 8/25/2017 thru Sun 8/27/2017	Women’s Volleyball Team	18	1 faculty, + 3 Asst. Coaches – NBUs)	\$180	\$720	Total = \$3,960	Athletics Department General Fund	Saddleback College

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
N/A	N/A	N/A	N/A	N/A	N/A	N/A	

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Trustees' Requests for Attending Conferences

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC Student Trustees Workshop Hilton Long Beach Hotel Long Beach, CA	8/11-13, 2017	\$653.00		Student Trustee

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

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

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Student Trustees Workshop

August 11-13, 2017**Hilton Long Beach Hotel**

The new student trustee faces a challenging introduction to the board, the college and the art of trusteeship. This workshop is designed to help student board members become knowledgeable, influential, education policy-makers. It also provides the opportunity to meet and talk with other student trustees from around the state.

Participants will receive the latest **2017 Trustee Handbook** and **Effective Student Trustees** by Nick Kachiroubas, as well as other information for student trustees.

WORKSHOP SCHEDULE

Friday, August 11

- 1:00 p.m. Registration Opens
- 2:00 p.m. Opening Activities
- 3:00 p.m. State Issues and Advocacy
- 4:40 p.m. Being an Effective Student Trustee
- 6:00 p.m. Meet & Greet CCCT Board Candidates
- 6:30 p.m. Dinner
- 7:00 p.m. CCCAST Meeting and Elections

Saturday, August 12

- 8:00 a.m. Coffee & Carbs (or breakfast on your own)
- 8:30 a.m. Election; Student Trustee Position, CCCT Board
- 9:00 a.m. California Student Trustee Role, Rights, Responsibilities & Understanding the Agenda
- 10:30 a.m. Break
- 10:40 a.m. What is Leadership?
- 12:00 p.m. Lunch
- 1:00 p.m. Effective Trusteeship – Accreditation, Participatory Governance, Student Success, Fiscal Responsibilities
- 4:10 p.m. Q&A
- 5:00 p.m. Dinner on Own

Sunday, August 13

- 8:00 a.m. Coffee & Carbs (or breakfast on your own & hotel checkout)
- 9:00 a.m. Group Photo
- 9:15 a.m. Leading Effective Teams
- 10:30 a.m. Break & Hotel Checkout
- 11:00 a.m. Workshop Closing & Graduation
- 12:00 p.m. Adjourn

Election

CCCT Board of Directors Student Member Election

Nominations for the student members of the California Community College Trustees Board of Directors must be postmarked **on or before, Saturday, July 7, 2017.**

Candidate statements and the election of the student member will take place **Saturday, August 12, 2017, at 8:30 a.m.**

Student trustees must be present to be eligible to vote.

*To receive a **Certificate of Completion**, attendees must be present for entire workshop*

Workshop Location

Registration is Now Open![Register here](#)**General Inquiries**

(916) 444-8641 or ccclcc@ccleague.org

Payment Inquiries

Contact Deborah Adkins at

deborah@ccleague.org.

Workshop Leader**Nick Kachiroubas**

Visiting Assistant Professor
School of Public Service, DePaul
University

Topics

- Student Trustee Responsibilities
- The Role of the Board of Trustees
- Key State and Local Policy Issues
- Ethics, Protocols and Practices
- Using Influence Effectively



Room rates for this event are \$169.00 plus room tax for single or double occupancy. This special rate is guaranteed only if reservations are made on or prior to **Wednesday, July 19, 2017, or until the room block sells out.**

Click here for [Hotel Reservations](#)

Cancellation: A \$50 processing fee will be charged for all cancellations. No refunds will be issued for cancellations made after Thursday, July 20, 2017.

Travel Information

Airports: Long Beach Airport (LGB) is approximately 15 minutes from the hotel; Los Angeles International Airport (LAX) is about 30 minutes from the hotel; and John Wayne Airport/Orange County (SNA), is approximately 40 minutes from the Long Beach Hilton.

Airport Shuttle: Discounted airport transfers are available with KARMELO SHUTTLE SERVICE for Long Beach (LGB), Los Angeles (LAX) and Orange County (SNA) airports. **Reservations are required.** Call **888-995-(RIDE) 7433**, and use Promo code: **"STW17"** for both online and telephone reservations. Use [this link](#) below to make your shuttle reservation online.

Other Information: Self-parking is \$15/day. Click the following links for driving directions, maps, transportation, and other hotel area information:

- [Maps and Driving Directions](#)
- [Area Information](#)
- [Dining](#)

Community College League of California
2017 O Street, Sacramento CA 95811-5211
(916) 444-8641 | (916) 444-2954 fax
Email: ccle@ccleague.org

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TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Agreement for Specialized Legal Services, Parker & Covert, LLP

ACTION: Approval

BACKGROUND

The District has used the services of the legal firm Parker & Covert, LLP since November 1979 to provide specialized legal services, on an as needed basis, for community college legal matters such as Conflict of Interest Code. The currently hourly rates have been in effect since July 2013.

STATUS

The firm is requesting an hourly rate increase for a two year term as listed in the attached legal services agreement (EXHIBIT A). SOCCCD has not utilized these specialized legal services related to conflict of interest code since 2013; however, it is recommended that this agreement continue on an as needed basis, in preparation for use if an issue arises.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement (EXHIBIT A) with Parker & Covert, LLP increasing their rate for professional services effective July 1, 2017 through June 30, 2019.

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into effective this 1st day of July 1, 2017, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, referred to as the "DISTRICT," and PARKER & COVERT LLP, hereinafter referred to as "Attorneys."

W I T N E S S E T H

WHEREAS, the DISTRICT desires to obtain from Attorneys certain legal services to be rendered at the request and direction of the governing board of the DISTRICT pursuant to Government Code section 53060; and

WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to appoint Attorneys to represent DISTRICT in the matters that are hereinafter specified;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. DISTRICT retains Attorneys for the purpose of providing specific legal services. For the purpose of requesting specific legal services, the Board President, the Chancellor or the Chancellor's designee is hereby designated as the DISTRICT's representatives in selecting the legal services to be rendered.

2. DISTRICT shall pay Attorneys for the services herein performed at the rates set forth in Exhibit "A" which is attached hereto and by this reference incorporated herein. These rates will be in effect from July 1, 2017 through June 30, 2019.

3. Attorneys shall perform the services herein provided at the rates set forth in said Exhibit.

4. DISTRICT shall also pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of handling such services. Actual and necessary costs and expenses include those charges that Attorneys directly incur including, but not limited to, filing fees,

1 reproduction of documents, toll telephone charges, messenger and delivery services, travel expenses
2 other than mileage costs, and court reporting costs.

3 5. Attorneys shall present statements for the services rendered pursuant hereto during
4 the preceding month, and DISTRICT shall pay the same within a reasonable time thereafter, which
5 is agreed to be within 45 days of receipt of attorneys' statement.

6 6. Attorneys shall serve under the terms of the Agreement at the pleasure of the
7 DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written notice
8 to Attorneys.

9 7. Attorneys shall maintain at all times a policy of professional liability insurance
10 while representing and advising DISTRICT.

11 8. Upon DISTRICT's written request Parker & Covert LLP will, whether or not
12 all fees owing under this Agreement have been paid, make DISTRICT's file (with the
13 exception of Parker & Covert LLP's work product) available for pickup by the DISTRICT at
14 Parker & Covert LLP's office. Parker & Covert LLP may at any time request in writing that
15 the DISTRICT take possession of all or a portion of DISTRICT's files. If the DISTRICT
16 does not take possession within ninety (90) days after mailing of such request, Parker &
17 Covert LLP may thereafter destroy the files. In any case, Parker & Covert LLP is authorized
18 to destroy the files without notice five (5) years after termination of the matter or Parker &
19 Covert LLP's employment.

20 9. Attorneys reserve the right in their discretion to terminate this Agreement at
21 any time Attorneys deem necessary or advisable upon thirty (30) days written notice to
22 DISTRICT.

1 In witness whereof, this Retainer Agreement was duly approved by the DISTRICT's
2 Board of Trustees.

3 SOUTH ORANGE COUNTY
4 COMMUNITY COLLEGE DISTRICT

5
6 Date: , 2017

By: _____

7 Title: _____
8

9 PARKER & COVERT LLP

10
11 Date: May 9, 2017


12 By:  _____
13 Douglas N. Yeoman
14 Managing Partner
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EXHIBIT "A"

Rates 7/1/2017 to 6/30/2018

PARTNERS	\$265.00 per hour
ASSOCIATES	\$225.00 per hour
JR. ASSOCIATES	\$215.00 per hour
LAW CLERKS/PARALEGALS	\$125.00 per hour

Rates 7/1/2018 to 6/30/2019

PARTNERS	\$275.00 per hour
ASSOCIATES	\$235.00 per hour
JR. ASSOCIATES	\$225.00 per hour
LAW CLERKS/PARALEGALS	\$125.00 per hour

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: District-wide Technology Consultant for Capital Construction Services Agreement, Award of Bid 351D, P2S Engineering, Inc.

ACTION: Approval

BACKGROUND

On August 22, 2016, the Board of Trustees approved \$460,000 from basic aid for a district-wide technology consultant for capital construction projects.

The consultant will assist the district and colleges with development of district-wide information technology master standards and participate on a project-by-project basis to ensure the implementation of the standards.

STATUS

On March 27 and April 3, 2017, SOCCCD ran newspaper advertisements for consideration of a District-wide Technology Consultant for Capital Construction Services. Additional marketing efforts included placing a copy of the Request for Qualifications and Proposals (RFQ & P) on the district's website and notifying firms known to provide these services. On April 27, 2017, eight proposals (EXHIBIT A) were received and members of district services, both college facilities and technology services departments evaluated the submittals. Three firms were invited to participate in interviews held on May 17, 2017. The evaluation committee determined P2S Engineering, Inc. to be the most technically qualified.

Staff recommends approval of the P2S Engineering, Inc. agreement (EXHIBIT B) for a not to exceed amount of \$62,812 for District-wide Technology Consultant for Capital Construction Services.

Basic aid funds are available within the approved project budget of \$460,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the District-wide Technology Consultant for Capital Construction Services agreement (EXHIBIT B) award of Bid 351D, with P2S Engineering, Inc. for a not to exceed amount of \$62,812 from June 27, 2017 to December 26, 2017.

BID No. 351D

**District-wide Technology Consultant for Capital Construction Services
SOCCCD**

June 26, 2017

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
Alfa Tech Consulting Enterprises	Los Angeles, CA	Jorge Meraz
Capital Program Management, Inc.	Long Beach, CA	Mike Wassermann
*P2S Engineering, Inc.	Long Beach, CA	Karl von der Linden
PlanNet Consulting, LLC	Brea, CA	Bruce Muir
tk1sc	Irvine, CA	Raymond Swartz
Waveguide LLC	Los Angeles, CA	David Gales
WTC Consulting, Inc.	Monrovia, CA	Ginny Schroeder
Vantage Technology Consulting Group	El Segundo, CA	Phil Crompton

***Recommended Firm**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DISTRICT-WIDE TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION SERVICES AGREEMENT

P2S Engineering, Inc.

June 27, 2017 – December 26, 2017

This AGREEMENT is made and entered into this 27th day of June in the year 2017 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **P2S Engineering, Inc.**, 5000 East Spring Street, 8th Floor, Long Beach, CA 90815-5218, 562-497-2999, hereinafter referred to as "CONSULTANT";

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

WHEREAS, DISTRICT desires to obtain CONSULTANT services for the preparation of District-wide Technology Master Standards for Capital Construction hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT 'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONSULTANT shall provide the services and authorized additional services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT'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. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Karl von der Linden, as Project Principal, and a management team of Eric Ryke as Project Manager, and John Kacperski as Senior Technology Consultant. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name and obtain approval after a resume' review of all other key people in CONSULTANT 'S firm that will be associated with the PROJECT .
 - 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph
 - 1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with applicable contracts between the DISTRICT and others providing services in connection with the PROJECT. Except as expressly set forth herein, neither this Agreement, nor CONSULTANT rendition of services hereunder shall be deemed CONSULTANT assumption of responsibility for the adequacy or sufficiency of the PROJECTS design or the Design Documents for the PROJECTS, which are and remain that of the CONSULTANT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. CONSULTANT shall coordinate all work with DISTRICT and/or designee as necessary to complete contract requirements.
 - 1.6. **Project Schedule.** The CONSULTANT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The CONSULTANT shall submit for the DISTRICT'S approval a schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

ARTICLE 2 SCOPE OF CONSULTANT 'S SERVICES

- 2.1. **Project Scope.** Services include the preparation of Master Standards to be utilized at all three sites.

CONSULTANT will collaborate with the district and college Technology Services, Facilities, Campus Police and Maintenance & Operations and department representatives (Staff). CONSULTANT will conduct regular team meetings to give updates, coordinate, participate in, record and distribute meeting minutes, provide materials for meetings, and acquire necessary information as appropriate to complete the work.

Master Standards Summary. The initial effort includes Master Standards development which will describe minimum requirements and establish design criteria that will support information systems and other data-based systems. The Master Standards may include photographs, details, schedules and other information necessary to guide various project teams in development of systems appropriate for the intended use of the project. The Master Standards document will include technical specifications and single line diagrams as needed to depict intent for inclusion in project bid documents.

- a. Kick Off. Participate in a general Project kick-off meeting to include the CONSULTANT'S sub-consultants, and DISTRICT Staff.
 1. The project kick-off meeting will introduce key team members from the DISTRICT and the CONSULTANT to each other defining roles and responsibilities relative to the Project.
 2. Review and explain the overall project goals, general approach, tasks, and procedures and deliverable products of the Project.
 3. Review and explain the tasks for all parties present; determine any adjustments or fine tuning that needs to be made.
- b. Research and Analysis. Review available background materials and any other relevant information including Staff interviews relating to the PROJECT including but not limited to:
 1. Existing information technology standards for various building technology systems at Saddleback and Irvine Valley College
 2. Existing technical specifications for various building technology systems included in construction contract documents, such as:
 - i. District-wide Air-blown Fiber Project
 - ii. Saddleback College Access Control Project
 - iii. Irvine Valley College Access Control Project
 - iv. Saddleback College Wireless Access Project
 3. Proposed Project lists:
 - i. Education and Facilities Master Plan

- ii. Five Year Plan
 - iii. Capital Improvement Committee Projects lists from 2012-2017
- 4. College specific Audio Visual Standards
- 5. College Network Cabling Global Specification
- 6. Site Visits and Staff Interviews: Meet with Staff as determined by district and college to be most knowledgeable about the PROJECT.
 - i. Develop detailed knowledge of existing district and college standards,
 - ii. Confirm understanding or assist with development of intended goals and outcomes for digital learning environment, and
 - iii. Acquire an understanding of existing conditions.
- c. Recommendations.
 - 1. Solutions to be based on understanding of facilities and curriculum needs for each college. Although there is an overarching approach each college has different equipment and infrastructure needs.
 - 2. Provide insights that will engage economy of scale.
 - 3. Arrange demonstration meetings with equipment manufacturers, if appropriate.
 - 4. Provide multiple concepts when appropriate to allow for choice.
 - i. Ensure product recommendations are consistent with public contract code requirements for multiple options and “or equal” clauses.
 - ii. For each recommendation provide:
 - (a). Best value options
 - (b). Estimated costs
 - (c). Life cycle analysis
 - (d). Equipment availability
 - (e). Serviceability requirements
 - 5. Verify existing standards meet current needs. Discuss alternative approaches if appropriate.
 - 6. Develop initial budget recommendations in order to review future project-by-project estimated cost summaries.

- d. Master Standards. Respond to research and analysis findings and upon selection of recommended solutions by district and college Technology Services and Facilities staff create Master Standards document.
1. Provide “Purpose and Goals and Overview”
 2. Define functional requirements and standardization for the following:
 - i. Architectural, Structural, Electrical (including Generator/UPS, lighting controls), Mechanical (including HVAC), Plumbing, and Security requirements for IDF, BDF, MDF build-out/fit-up
 - ii. IDF, BDF, MDF room size requirements and rack capacity
 - iii. IDF, BDF, MDF room build-out/fit-up, including equipment and termination apparatus racking and cable support and future capacity needs/growth
 - iv. Pathways: i.e. outside plant, telecommunication rooms, interior building (backbone, horizontal (cable trays), secondary (j-hooks)) and device pathways.
 - v. Structured Cabling (low voltage) criteria: deployment from main point of entry (MPOE), types, installation, sizing, termination, testing and training: i.e. network drop requirements to accommodate room capacity, routing efficiency and future capacity needs/growth.
 - vi. Wireless LAN design and deployment including access points (AP) physical positioning, capacity and coverage
 - vii. Instructional Technologies including but not limited to computers, projection systems, speakers/wiring and podiums including floor box pathway and control panels
 - viii. Low Voltage Systems (Security, WAP, Wired Data, Telecom, AV, MDF, IDF, IT Pathways, Digital Signage, Outdoor Marquee’s, Mass Notification including speakers, Parking)
 - ix. Special Systems: i.e. Two-way communications, emergency responder coverage, distributed antenna system
 - x. Administration and Labeling: identifying language for point to point detection, jack colors, outlet labeling requirements
 - xi. Product and equipment types
 3. Incorporate any existing standards

- 2.2. **Qualified Personnel.** The CONSULTANT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of CONSULTANT'S personnel from the PROJECT.
- 2.3. **Regulatory Compliance.** The CONSULTANT 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.
- 2.4. **Associated Regulatory Codes.** The CONSULTANT shall prepare and submit to DISTRICT an outline of applicable provisions of regulations that apply to any PROJECT.
- 2.5. **Coordination of Others.** The CONSULTANT may be asked to coordinate PROJECT performed by separate contractors or by the DISTRICT'S own employees.

ARTICLE 3 ADDITIONAL CONSULTANT'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, CONSULTANT 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 Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any additional services. The CONSULTANT shall request payment for additional services in a separate line item on the same invoice submitted for services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
 - a. **Regulatory Revisions.** Making material revisions in documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services required under changes related to design errors or omissions.
 - c. **Damage or Destruction.** Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

- d. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
- e. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. **Term.** Services under this Agreement for the initial effort shall be diligently performed by the CONSULTANT for 6 months.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in ATTACHMENT A.
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
 - a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'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 CONSULTANT, the CONSULTANT 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 CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT 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 CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, 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.
- 5.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain project specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. **Statutory Workers' Compensation and Employers' Liability.** CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
 - b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance

of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement; and (vi) for completed operations.

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

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

- c. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT 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. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- 5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the DISTRICT.
- 5.4. **Insurance Evidenced.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)

ARTICLE 6 COMPENSATION TO THE CONSULTANT

6.1. **Contract Price for Services.** The contract price for the CONSULTANT'S performance of the services for the initial effort under this Agreement shall consist of the following lump sum prices:

a.	Kick Off	\$8,303
b.	Research and Analysis	\$15,273
c.	Recommendations	\$16,503
d.	Master Standards	\$22,733
	Reimbursable Cost	<u>\$0</u>
	TOTAL	\$62,812

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

6.3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for 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 CONSULTANT.

6.4. **District Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses.

6.5. **Withholding Payment.** The DISTRICT may withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material

obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly on the basis set forth in paragraph 1.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See ATTACHMENT A) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT'S employees in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus applicable markup.
- a. Reimbursable expenses are in addition to compensation for Original and additional services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees 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. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her subconsultants or identified specifically as a deliverable), postage and

handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.

- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.1 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and subconsultants in the interest of the PROJECT.
 - g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.1 times the amounts billed to the CONSULTANT for such services.
- 6.11. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement.

ARTICLE 7 CONSULTANT 'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that CONSULTANT shall not be responsible for any reuse of the documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings, specifications and/or other documents are reused. CONSULTANT 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 CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and CONSULTANT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT.

- 7.3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this agreement using DISTRICT approved software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon completion of the PROJECT requirements. If work is terminated prior to PROJECT completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to the use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than 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 CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other

party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

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

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this Agreement will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the ARCHITECT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

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

Julie Hendricks, Director of Site Development

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the PROJECT intent. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Project Description.** The DISTRICT shall furnish a description of the PROJECT as required.
- 10.5. **Reliable Information.** The CONSULTANT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with CONSULTANT'S obligations under this agreement.

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and

- local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT

- assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:
- | | |
|------------------------------|--|
| DISTRICT | CONSULTANT |
| Julie Hendricks | Karl von der Linden |
| Director of Site Development | Project Principal |
| South Orange County | P2S Engineering, Inc. |
| Community College District | |
| 28000 Marguerite Parkway | 5000 East Spring Street, 8 th Floor |

Mission Viejo, CA 92692
jhendricks5@socccd.edu

Long Beach, CA 90815-5218
karl.vonderlinden@p2seng.com

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

- 11.14. **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted 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 CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
- 11.16. **Binding Agreement**. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”
South Orange County Community College District

“CONSULTANT”
P2S Engineering, Inc.

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Kevin Peterson
Principal/CEO

(Date)

(Date)

33-0453611
(Taxpayer number)

Attachment A Criteria and Billing for Extra Work

ATTACHMENT A - CRITERIA AND BILLING FOR EXTRA WORK

- A. The following extra services to this Agreement shall be performed by CONSULTANT 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 CONSULTANT within a reasonable time, as requested by CONSULTANT.
 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 CONSULTANT.

<u>Consultant Services</u>	<u>Fee Per Hour</u>
PRINCIPAL ENGINEER	\$283
ENGINEER GRADE 05	\$236
ENGINEER GRADE 04	\$229
ENGINEER GRADE 03	\$197
ENGINEER GRADE 02	\$181
ENGINEER GRADE 01	\$161
DESIGN ENGINEER GRADE 05	\$197
DESIGN ENGINEER GRADE 04	\$181
DESIGN ENGINEER GRADE 03	\$161
DESIGN ENGINEER GRADE 02	\$142

DESIGN ENGINEER GRADE 01	\$126
DESIGNER GRADE 04	\$135
DESIGNER GRADE 03	\$126
DESIGNER GRADE 02	\$116
DESIGNER GRADE 01	\$110
CAD/BIM DESIGNER GRADE 04	\$111
CAD/BIM DESIGNER GRADE 03	\$102
CAD/BIM DESIGNER GRADE 02	\$90
CAD/BIM DESIGNER GRADE 01	\$82
PROJECT ASSISTANT	\$82

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: District-wide Air Blown Fiber Project, Notice of Completion, T and D Communications, Inc.

ACTION: Approval

BACKGROUND

On November 17, 2014, the Board of Trustees approved a \$658,089 construction agreement with T and D Communications, Inc., for the District-wide Air Blown Fiber project. Board Change Orders 1 through 8 were previously approved equaling \$65,349.51 for a final contract value of \$723,438.51.

STATUS

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the District-wide Air Blown Fiber project.

Funds were used from the approved basic aid project budget of \$1,278,086.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the District-wide Air Blown Fiber project to T and D Communications, Inc., with a final contract amount of \$723,438.51. 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: 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: DISTRICT-WIDE AIR BLOWN FIBER PROJECT AT IRVINE VALLEY AND SADDLEBACK COLLEGES, the contract for the doing of which was heretofore entered into the 17th day of November, 2014, which contract was made with T and D Communications, Inc., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of June, 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 SURETEC INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

and

SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Debra L. Fitzsimons
Interim Chancellor

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Debra L. Fitzsimons
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: District-wide Cisco Smartnet Support Renewal,
NASPO Contract No. CA 7-14-70-4, PCM-G

ACTION: Approval

BACKGROUND

The District's telephone and high-speed data network is supported on Cisco Infrastructure. The current maintenance agreement on the Cisco Network Equipment expires June 30, 2017.

Pursuant to Public Contract Code section 10298, the district can utilize contracts awarded by the National Association of State Procurement Officials (NASPO).

STATUS

District staff has determined that NASPO Contract No. CA 7-14-70-4 meets the needs of the district. District staff has requested quotes from three (3) CISCO approved authorized resellers. The best value quote was PCM-G for services and support. The NASPO contract is available for review in the Contracts and Purchasing Department. This approval applies to purchases made within the term of each contract and is contingent upon verification of the availability of funds for each purchase. Total cost of services and support will not exceed \$250,000 annually.

Funding for the project is available through the general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the use of the listed NASPO Contract No. CA 7-14-70-4 for district-wide Cisco Smartnet Support renewal using PCM-G as the approved authorized reseller for an amount not to exceed \$250,000 from July 1, 2017 to June 30, 2018.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Office Products and Supplies, Office Products CB15-016, Office Depot, Inc.

ACTION: Approval

BACKGROUND

California Public Contract Code Section 20652 allows a Community College District to acquire supplies by utilizing an existing contract from another public entity. The Foundation for California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057 (b). The Foundation has an existing administrative services agreement, Office Products CB15-016, with Office Depot, Inc.

STATUS

District staff has reviewed the FCCC administrative services agreement with Office Depot, Inc. and determined the pricing and discounts provided in such agreement will provide the best value. After legal counsel's evaluation, staff has determined it is in the district's best interest to procure office products and related supplies using the FCC Administrative Services Agreement, Office Products CB15-016, which is available for review in the Purchasing and Contracts Department.

This approval applies to purchases and made within the term of the agreement, November 1, 2015 to October 31, 2018, and is contingent upon the availability of funds for each purchase or lease.

Funds are available in the colleges' and district services general funds.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement with Office Depot, Inc. for the purchase of office products and supplies, pursuant to the Foundation for California Community Colleges Administrative Services Agreement, Office Products CB15-016, for the term of the agreement which ends October 31, 2018.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: IT Consulting Services Related to Workday System,
Amendment No. 1, EdgeRock Technologies, LLC

ACTION: Approval

BACKGROUND

In order to train new employees, provide help desk support and testing, and college needed support for additional training, the district is in need of expertise in the area of IT services for Workday and Workday related applications such as Tidemark and Jaegger.

EdgeRock Technologies, LLC, a consulting company, was hired to assist to provide services to recruit, hire and assign specially trained and experienced personnel to perform IT services related to Workday and Workday applications for a contract value of \$40,960.

STATUS

District IT proposes services are extended to June 30, 2018 and district recommends approval of Amendment No. 1 (EXHIBIT A) in an amount of \$161,280, for a revised contract total not to exceed \$202,240 for FY 2017-2018.

Funding is available through approved basic aid funding allocated for the Workday Implementation project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) to the agreement for IT Consulting Services related to Workday and Workday related applications with EdgeRock Technologies, LLC in an amount of \$161,280, for a revised contract total not to exceed \$202,240, from July 1, 2017 to June 30, 2018.



AMENDMENT No. 1
TO IT CONSULTING SERVICES RELATED TO WORKDAY SYSTEM
FOR SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

June 27, 2017

THIS AMENDMENT No. 1 shall modify the original agreement dated APRIL 3, 2017 entered into on MARCH 30, 2017 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and EDGEROCK (EdgeRock Technologies LLC) hereinafter referred to as "CONTRACTOR."

WHEREAS, Section 23 of the original AGREEMENT provides that all amendments and/or modifications must be issued in writing by the Parties; and

WHEREAS, Section 3 of the original AGREEMENT provides a contract value of \$40,960; and

WHEREAS, the district desires to extend the training services and the CONTRACTOR agrees to provide these additional services; and

NOW, THEREFORE, the Parties agree as follows:

1. Term.

The term of the agreement is hereby extended from July 1, 2017 to June 30, 2018, under the same terms and conditions of the original agreement with the exception of the following additions:

2. Section 3. Payment. A. Amount of Compensation.

An additional amount of One Hundred Sixty One Thousand Two Hundred and Eighty dollars (\$161,280) shall be paid to CONTRACTOR for work performed for a total contract value of Two Hundred and Two Thousand Two Hundred and Forty dollars (\$202,240).

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

"DISTRICT"

South Orange County Community College District

"CONTRACTOR"

EdgeRock Technology, LLC

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

By: _____
Name

Title: _____

Date: _____

Date: _____

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Agreement for Technology Project Analysis and Project Management Services, I3 Solutions

ACTION: Approval

BACKGROUND

The District is in need of expertise in the area of project management to support district-wide IT projects for FY 2017-2018. I3 Solutions provides these services and is familiar with SOCCCD's IT infrastructure projects, research technology projects and development efforts.

STATUS

District IT is proposing that I3 Solutions assist in the analysis and project management of district-wide technology projects including but not limited to data security initiatives and student ID card system. The professional fees for these services will be based on time spent at a rate of \$80 per hour not to exceed \$156,000 (EXHIBIT A).

Funding for these technology services is partially available through existing basic aid and general funds and partially contingent on board approval of funding for FY 2017-2018 district-wide technology basic aid projects.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement for IT technology project analysis and management with I3 Solutions for an amount not to exceed \$156,000 from July 1, 2017 to June 30, 2018.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT
CONSULTING/PROJECT MGMT SERVICES

I3 SOLUTIONS

07/01/2017 to 06/30/2018

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 i3 Solutions ("Contractor"), a sole proprietorship, Iden Sadeghieh, residing in the state of California. 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. **Scope of Service.** 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"): **Perform analysis and project management of District-wide technology projects. Consultant may submit invoices twice monthly or every other week (revision to C. Method and Schedule of Payment, i. Invoice. below).** Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.
2. **Term.** This Agreement shall commence on **07/01/2017**, and shall continue in full force and effect thereafter until and including **06/30/2017** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. **Payment.**
 - A. **Amount of Compensation.** District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed **\$80.00 per hour, not to exceed \$156,000.00 Dollars (\$One Hundred and Fifty-six Thousand dollars and no cents)** ("Contract Amount").
 - B. **For Reimbursement of Expenses.** 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").
 - C. **Method and Schedule of Payment.** District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
 - i. **Invoice.** 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 Purchase Order 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. Trademark/Logo Use. 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. Independent Contractor. 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. Use of Subcontractors. 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. Public Retirement System Retirees. 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. Materials and Expenses. 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. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

11. Originality of Services.

a. Matters Produced Under this Agreement. 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. Contractor Use of Other Copyright/Trademark/Patent Materials. 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. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. 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. Indemnification. 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. Insurance. 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 Contractor 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); (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; (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. Transportation. 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. Assignment. 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. Compliance with Applicable Laws. 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. Permits/Licenses. 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. Prevailing Wage. 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. Professional Practices. 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. Confidentiality. 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. Employment with Public Agency. 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. Entire Agreement/Amendment. 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. Non-Discrimination. 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. Non-Waiver. 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. 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:

District: South Orange County Community College District
Attn: Dr. Debra Fitzsimons - Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
Phone: (949) 582-4680
E-mail: dfitzsimons@socccd.edu

Contractor: i3 Solutions
Attn: Iden Sadeghieh
24902 Overland Drive
Laguna Hills, CA 92653
Phone: 949-400-9065
Email: isadeghieh@socccd.edu

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. Severability. 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. Exhibits. 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. Interpretation. 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. Conflict of Interest. 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. Authority to Execute. 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. Approval by District's Board of Trustees. 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. Certification Regarding Debarment, Suspension or Other Ineligibility. (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:

Signature of Authorized Representative

Print
Name

Print
Title

Date

BY:

Signature of Authorized Representative

Print
Name

Print
Title

Date

District's Board of Trustee's
Approval/Ratification Date :

District Initiating Department

District Contact Name

District Contact Phone Number

Funding Source (G/L Account)

District ITJ

Jeff Dorsz

949-582-4308

400 74100 678500 SP6440 FS100 P0918: %TBD

400 74100 678500 SP6440 FS100 P-TBD: %TBD

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Agreement for Information Technology Services,
JB Technology Consulting, LLC

ACTION: Approval

BACKGROUND

Contingent on board approval of funds, District IT will perform a faculty and staff email infrastructure upgrade in FY 2017-2018. Assistance with this project and an ongoing District IT back office automation project is required.

STATUS

District IT is proposing that JB Technology Consulting, LLC provide contract services to assist with multiple District IT projects including the faculty and staff email upgrade and continuation of District IT back office automation.

The professional fees for these services will be based on time spent at a rate of \$92 per hour and an amount not to exceed \$190,000 (EXHIBIT A).

Funding for these technology services is partially available through existing general funds and partially contingent on board approval of funding for FY 2017-2018 district-wide technology basic aid projects.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement for information technology services with JB Technology Consulting, LLC for an amount not to exceed \$190,000 from July 1, 2017 to June 30, 2018.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT
NETWORK ENGINEER SERVICES]**

JB TECHNOLOGY CONSULTING, LLC

07/01/2017 to 06/30/2018

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 **JB Technology Consulting, LLC** ("Contractor"), a **limited liability company in the state of California**. 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. **Scope of Service.** 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"): **Network Engineer (NE) services in support of PowerShell, Email, AWS, and other infrastructure projects.** Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.
2. **Term.** This Agreement shall commence on **07/01/2017**, and shall continue in full force and effect thereafter until and including **06/30/2017** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. **Payment.**
 - A. **Amount of Compensation.** District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed **\$92.00 per hour for NE, not to exceed \$190,000.00 Dollars (\$One Hundred and Ninety Thousand dollars and no cents)** ("Contract Amount").
 - B. **For Reimbursement of Expenses.** 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").
 - C. **Method and Schedule of Payment.** District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
 - i. **Invoice.** 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 Purchase Order 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.

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6. Independent Contractor. 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.

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CalSTRS or CalPERS: _____ Agency Retired From: _____ Retirement Date: _____

9. Materials and Expenses. 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.

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- b. Contractor Use of Other Copyright/Trademark/Patent Materials. 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. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. 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. Indemnification. 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. Insurance. 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 Contractor 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); (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; (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. Transportation. 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. Assignment. 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. Compliance with Applicable Laws. 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. Permits/Licenses. 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. Prevailing Wage. 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. Professional Practices. 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. Confidentiality. 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. Employment with Public Agency. 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. Entire Agreement/Amendment. 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. Non-Discrimination. 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. Non-Waiver. 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. 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:

District: South Orange County Community College District
Attn: Dr. Debra Fitzsimons - Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
Phone: (949) 582-4680
E-mail: dfitzsimons@socccd.edu

Contractor: [JB Technology Consulting, LLC]
Attn: Jonathan Byers
46366 Teton Trail
Temecula, CA 92592
Phone: 562-234-0291
Email: jbyers890@socccd.edu

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. Severability. 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. Exhibits. 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. Interpretation. 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. Conflict of Interest. 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. Authority to Execute. 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. Approval by District's Board of Trustees. 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. Certification Regarding Debarment, Suspension or Other Ineligibility. (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:

Signature of Authorized Representative

Print
Name

Print
Title

Date

BY:

Signature of Authorized Representative

Print
Name

Print
Title

Date

District's Board of Trustee's
Approval/Ratification Date :

District Initiating Department

District Contact Name

District Contact Phone Number

Funding Source (G/L Account)

District IT]

Jeff Dorsz

949-582-4308

010 74100 678000 SP5811: \$10,000;

400 74100 678500 SP6440 FS100 P-TBD: \$180,000 (contingent upon FY2017/2018
basic aid projects approval]

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 17-16 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.

General Fund

Strong Workforce Program, Regional, at Saddleback College	\$2,595,000
Innovation and Entrepreneurship at Saddleback College	\$40,000
Commercial Sexual Exploitation of Children (CSEC) at Saddleback College	\$1,390
Full-time Student Success Grant (FTSSG) at Irvine Valley College	(\$41,393)
Full-time Student Success Grant (FTSSG) at Saddleback College	\$87,006
Disabled Student Programs & Services (DSPS) at Saddleback College	\$21,072
Total Increase to the General Fund	<u>\$2,703,075</u>

Capital Outlay Fund

Prop 39 Clean Energy Job Creation Act at Saddleback College	<u>\$25,212</u>
Total Increase to the Capital Outlay Fund	<u>\$25,212</u>

Total Budget Amendment \$2,728,287

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-16 to amend the FY 2016-2017 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 17-16

June 26, 2017

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$2,728,287 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

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8600	State Revenue	\$ 2,703,075
		\$ 2,703,075

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$ 98,072
2000	Classified Salaries	159,326
3000	Fringe Benefits	101,935
4000	Books and Supplies	28,081
5000	Other Operating Expenses and Services	2,248,048
6000	Capital Outlay	22,000
7000	Other Outgoing	45,613
		\$ 2,703,075

Capital Outlay

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8600	State Revenue	\$ 25,212
		\$ 25,212

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
6000	Capital Outlay	\$ 25,212
		\$ 25,212

Total Budget Amendment	\$ 2,728,287
-------------------------------	---------------------

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2016-2017

GENERAL FUND

RESOLUTION 17-16

June 26, 2017

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Debra L. Fitzsimons, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$2,728,287 duly and regularly adopted by the said Board at a regular meeting thereof held on June 26, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of June 2017.

Debra L. Fitzsimons
Secretary to the Board of Trustees

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 May 31, 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.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended May 31, 2017

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$120,634
2000	Classified Salaries	\$92,116	
3000	Fringe Benefits		\$21,332
4000	Books and Supplies	\$36,521	
5000	Other Operating Expenses & Services		\$45,397
6000	Capital Outlay	\$84,622	
7000	Other Outgo		\$25,896
Total Transfers - General Fund		\$213,259	\$213,259
Total Transfers		\$213,259	\$213,259

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: March – May 2017 Change Orders/Amendments

ACTION: Ratification

BACKGROUND

On October 26, 2015, the board authorized the Interim 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 Acting Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
A.	<u>Dougherty+Dougherty Architects, LLP</u> ATEP Utilities and Infrastructure, Phase 1 Project – Architectural Services Amendment No. 3 – For additional architectural services. SOCCCD	\$80,925.00	\$654,895.00
B.	<u>AMTEK Construction</u> Irvine Valley College Campus Safety Backup Generator Project – Construction Services Change Order No. 2 – For unused contract allowance. SOCCCD	(\$12,820.62)	\$359,909.38

**AMENDMENT No. 3
TO THE ARCHITECTURAL SERVICES AGREEMENT
FOR ATEP UTILITIES AND INFRASTRUCTURE, PHASE 1 PROJECT**

March 31, 2017

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

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

WHEREAS, The City of Tustin was not able to receive approval from Irvine Ranch Water District (IRWD) of the Sub Area Master Plan (SAMP) for the ATEP area of Tustin Legacy for the wet utilities; and

WHEREAS, SOCCCD would like to expand the services of the consulting firm assisting with the site Dry utilities (electrical, gas and communications) to include permitting and Construction Administration; and

WHEREAS, the changes to the SAMP dictated by IRWD incurred multiple changes from previously approved scope resulting in four resubmittals, thus expanding project Civil Engineer's services beyond the original scope; and

WHEREAS, the overall cost impact for said services will increase the agreement by a value of \$80,925.

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

Original Contract Amount:	\$ 523,100
Amendment No. 1:	\$ 12,000
Amendment No. 2:	\$ 38,870
Amendment No. 3:	<u>\$ 80,925</u>
Revised Contract Amount:	<u>\$ 654,895</u>

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

"DISTRICT"

South Orange County Community College District

By: _____

Dr. Debra L. Fitzsimons
Interim Chancellor

Date: _____

4/28/17

"VENDOR"

Dougherty + Dougherty Architects, LLP

By: _____

Brian Dougherty
Owner

Date: _____

4-4-17

South Orange County Community College District
Campus Safety Backup Generator Project
Irvine Valley College
Bid #323
Board Change Order No. 2
May 31, 2017

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
323	General Contractor	AMTEK Construction		\$372,730.00	\$0.00	-\$12,820.62	\$359,909.38	70
		12409 E Slauson Ave., Ste "I" Whittier, CA 90606	TOTAL	372,730.00			359,909.38	70

COR No.	Date	Description	Requested	Status	Amount	Time Extension
2	4/10/2017	Unused contract allowance	by District	Approved	(\$12,820.62)	0
		TOTAL THIS CHANGE ORDER REQUEST			-\$12,820.62	0

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Approval

BACKGROUND

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

STATUS

Purchase orders \$5,000 and above amounting to \$196,252.20 and an additional 213 purchase orders below \$5,000 amounting to \$158,404.00 for a combined total of \$354,656.20 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 2,029 checks in the amount of \$18,016,412.37 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C.)

RECOMMENDATION

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



South Orange County Community College District

EXHIBIT A
Page 1 of 1

Purchase Order Ratification (Supplier)

April 27, 2017 through June 7, 2017

PO			
Number	Supplier	Description	Amount
P180130	Allsteel	Office Furniture for SC Community Education	5,911.34
P180482	CAS of New England	Leaf Vehicle for SC Automotive program	12,671.84
P180386	CDW Government LLC	Display Monitor for IVC DSPS	5,153.27
P180238	Daktronics, Inc.	Scoreboard for SC Athletics	20,452.66
P180411	Division of the State Architect	DSA Project Certification Fees for SC Fine Arts Project	35,471.59
P180504	Embi Tec	Supplies for IVC Biotech program	11,348.67
P180304	Fisher Scientific Company, LLC	Student Materials for IVC Chemistry program	7,782.58
P180358	Irvine Valley College Bookstore	Books for IVC Student Diversity & Equity, & I.D.E.A.	22,676.54
P180384	KI	IVC classroom remodel furniture	7,220.81
P180185	Mission Viejo Country Club	District Services professional development workshop	5,780.00
P180131	National Office Furniture	Furniture for SC Community Education	5,068.56
P180370	Schools First Federal Credit Union	Sabbatical Leave Bonds for FY 2017-2018	6,000.00
P180186	Sigmanet	Server equipment for IVC classroom	13,679.94
P180121	Southern California Gas Company	Site Preparation for ATEP	9,271.34
P180262	Southwest Offset Printing Company	SC Emeritus 2017 Fall Class Schedule	5,844.00
P180403	Veritiv Operating Company	SC custodial equipment	12,641.78
P180491	Vmi Broadcast & Professional Video	Tripods for SC Film Studies program	9,277.28
Total Purchase Orders \$5,000 and above			196,252.20
213 Purchase Orders Under \$5000			158,404.00
Total Purchase Orders			354,656.20



South Orange County Community College District

EXHIBIT B
Page 1 of 1

Purchase Order Ratification (Amount)

April 27, 2017 through June 7, 2017

<u>PO</u>			
<u>Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P180411	Division of the State Architect	DSA Project Certification Fees for SC Fine Arts Project	35,471.59
P180358	Irvine Valley College Bookstore	Books for IVC Student Diversity & Equity, & I.D.E.A.	22,676.54
P180238	Daktronics, Inc.	Scoreboard for SC Athletics	20,452.66
P180186	Sigmanet	Server equipment for IVC classroom	13,679.94
P180482	CAS of New England	Leaf Vehicle for SC Automotive program	12,671.84
P180403	Veritiv Operating Company	SC custodial equipment	12,641.78
P180504	Embi Tec	Supplies for IVC Biotech program	11,348.67
P180491	Vmi Broadcast & Professional Video	Tripods for SC Film Studies program	9,277.28
P180121	Southern California Gas Company	Site Preparation for ATEP	9,271.34
P180304	Fisher Scientific Company, LLC	Student Materials for IVC Chemistry program	7,782.58
P180384	KI	IVC classroom remodel furniture	7,220.81
P180370	Schools First Federal Credit Union	Sabbatical Leave Bonds for FY 2017-2018	6,000.00
P180130	Allsteel	Office Furniture for SC Community Education	5,911.34
P180262	Southwest Offset Printing Company	SC Emeritus 2017 Fall Class Schedule	5,844.00
P180185	Mission Viejo Country Club	District Services professional development workshop	5,780.00
P180386	CDW Government LLC	Display Monitor for IVC DSPS	5,153.27
P180131	National Office Furniture	Furniture for SC Community Education	5,068.56
Total Purchase Orders \$5,000 and above			196,252.20
213 Purchase Orders Under \$5000			158,404.00
Total Purchase Orders			354,656.20



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

April 27, 2017 through June 7, 2017

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,723	12,318,940.15
07 IVC Community Education	4	4,059.66
09 SC Community Education	27	79,219.00
12 Child Development	32	131,181.86
40 Capital Outlay	127	4,869,007.75
68 Self Insurance	6	39,395.71
71 Retiree Benefit	3	364,475.33
95 SC Associated Student Government	36	158,396.40
96 IVC Associated Student Government	71	51,736.51
Total	2,029	18,016,412.37

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: May 2017 Contracts

ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Acting 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 May 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**

<u>Nicole Miller & Associates, Inc.</u> Independent Contractor Agreement- To provide investigative services for Human Resources Department from 5/1/2017 to 4/30/2022, on an as needed basis. District Services	\$96,500.00
<u>A2Z Construction, Inc.</u> Construction Services Agreement- To provide renovation services for the Business Sciences and Technology Innovation Center from 5/30/2017 to 8/14/2017. Irvine Valley College	\$87,500.00
<u>The Ritz-Carlton</u> Facility Use Agreement- For Saddleback College Foundation Gala on 5/12/2018. Saddleback College-Foundation	\$78,792.00
<u>Sports Field Services</u> Construction Services Agreement- To provide sod-patching services at east practice field from 5/29/2017 to 8/28/2017. Saddleback College	\$67,620.00
<u>Dell</u> Software License Agreement- For subscription of Dell server license, a virtual desktop environment to increase video quality, from 5/9/2017 to 5/8/2018. Irvine Valley College	\$65,768.00

<u>Quezada Pro Landscape</u> Independent Contractor Agreement (Amend #2)- For additional tree safety related services of \$25,000 for a revised contact total of \$65,500. Saddleback College	\$65,500.00
<u>CollegeSource</u> Professional Services Agreement- To provide uAchieve (Degree Audit) renewal, upgrades and server support and consulting services from 8/1/2016 to 7/31/2018. District Services	\$64,268.00
<u>IBI Group</u> Architectural Services Agreement- For architectural design services for the ADA Accessible Ramp Replacement Project at Saddleback College from 5/4/2017 to 9/3/2019. District Services	\$64,020.00
<u>Turnitin</u> Software License Agreement- For subscription of Turnitin, an online writing, evaluation and anti-plagiarism software, from 8/1/2017 to 7/31/2018. Saddleback College/Irvine Valley College	\$60,517.43
<u>Workday</u> Software Subscription Agreement- For Workday Learning subscription renewal from 5/1/2017 to 1/26/2019. District Services	\$59,220.00
<u>Community Colleges Pathway to Law School Initiative</u> Memorandum of Understanding- To participate in the community colleges pathway to a law school education for students enrolled in community colleges at \$5,000 per year, from 5/1/2015 to 6/30/2024. Saddleback College	\$45,000.00
<u>Currier & Hudson A Professional Corporation</u> Independent Contractor Agreement- For investigative services for Human Resources Department from 5/1/2017 to 4/30/2022. District Services	\$40,000.00
<u>Cranium Café</u> Software Subscription Agreement- For subscription of Cranium Café, an online tutoring software for students, from 3/31/2017 to 3/30/2018. Saddleback College	\$36,225.00
<u>Blue Tiger Consulting.</u> Professional Services Agreement- For consultant services to custom design a data collection, compliance and program evaluation package for the Adult Education Block Grant, South Orange County Regional Consortium (SOCRC) and its South County Adult Education Program Partners from 7/1/2017 to 12/31/2017. Irvine Valley College	\$35,000.00

<u>Pete Cosmakos</u> Educational Services Agreement- For community education presenter to offer courses in youth aquatics, semi-private swim lessons and water polo skills clinics for College for Kids from 5/1/2017 to 9/15/2017. Saddleback College	\$33,500.00
<u>NR Computer Learning Center</u> Educational Services Agreement- For community education presenter to offer courses in computer and game programming from 7/1/2017 to 6/30/2018. Irvine Valley College	\$31,500.00
<u>RJ's Coaching and Consulting</u> Independent Contractor Agreement (Amend #1)- For additional support services for the Deputy Sector Navigator in Energy, Construction and Utilities of \$17,000 for a revised contract total of \$29,000. Irvine Valley College	\$29,000.00
<u>336 Productions, LLC</u> Professional Services Agreement- For video production services from 6/1/2017 to 8/31/2017. District Services	\$25,700.00
<u>Brightview Tree Care Services</u> Field Service Agreement (Amend #1)- For additional tree pruning and removal services of \$1,700 for a revised contract total of \$25,097. Saddleback College	\$25,097.00
<u>Pyro-Comm Systems, Inc.</u> Professional Services Agreement- For the annual monitoring, inspection and testing services for campus fire alarm systems from 7/1/2017 to 6/30/2018. Saddleback College	\$24,500.00
<u>Market-Based Solutions, Inc.</u> Consulting Services Agreement- To provide emission credits paperwork, to be submitted to the South Coast Air Quality Management District, from 5/17/2017 to 6/16/2017. Saddleback College	\$24,192.00
<u>Facility Dynamics Engineering</u> Commissioning Services Agreement- To provide closeout commissioning services for Fine Arts HVAC Project at Saddleback College from 4/21/2017 to 4/21/2018. District Services	\$24,000.00
<u>Red Hawk Fire and Security</u> Construction Services Agreement- For fire pump compressor replacement services at Performing Arts Center from 1/5/2017 to 4/5/2017. Irvine Valley College	\$20,725.00

<u>Hotel Irvine</u> Catering Services Agreement (Amend #1)- For additional day of facility use for Saddleback College President interviews on 6/29/2017 of \$3,000 for a revised contract total of \$20,500. District Services	\$20,500.00
<u>Yosemite Community College District</u> Instructional Agreement (Amend #1)- For extended Child Development Training Consortium instructional agreement period from 9/1/2016 to 6/30/2017 of \$7,275 for a revised contract total of \$18,525. Saddleback College	\$18,525.00 (Revenue)
<u>Media Services 55</u> Professional Services Agreement- For advertising services for Emeritus Institute's educational campaign on Laguna Woods TV from 4/1/2017 to 3/31/2018. Saddleback College	\$16,560.00
<u>Mad Science</u> Educational Services Agreement- For community education presenter to offer summer courses in Mad Science summer camp classes from 7/1/2017 to 6/30/2018. Irvine Valley College	\$15,662.50
<u>Little Diversified Architectural Consulting</u> Architectural Services Agreement- For architectural and engineering services to support the Technology & Applied Science Swing Space II Project at Saddleback College from 5/1/2017 to 9/30/2017. District Services	\$14,000.00
<u>Aramark S&E Services</u> Catering Services Agreement- To provide banquet meals for 2017 KSBR Birthday Bash at City National Grove of Anaheim on 5/28/2017. Saddleback College-Foundation	\$13,802.78
<u>RossCo Promotions</u> Independent Contractor Agreement- To provide 6,000 custom FUNDCards for the Associated Student Government from 4/15/2017 to 7/30/2017. Saddleback College-ASG	\$13,500.00
<u>Bravo Sign & Design</u> Independent Contractor Agreement (Amend #2)- For additional sign repair services of \$3,389.92 for a revised contract total of \$13,389.92. Saddleback College	\$13,389.92
<u>Shred-It</u> Professional Services Agreement- For document destruction services from 5/5/2017 to 5/4/2020. District Services	\$13,000.00
<u>The Nossovitch Group, LLC</u> Professional Services Agreement- To provide "Sustaining a Culture of TEAM" training for the Saddleback College Management Retreat from 6/7/2017 to 6/9/2017.	\$12,600.00

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

Saddleback College	
<u>Market-Based Solutions, Inc.</u> Consulting Services Agreement- To provide emission credits paperwork, to be submitted to the South Coast Air Quality Management District, from 5/17/2017 to 6/16/2017. Irvine Valley College	\$12,180.00
<u>UCLA Lake Arrowhead Conference Center</u> Facility Use Agreement- For Faculty Development Conference in UCLA Conference Center in Lake Arrowhead, CA from 5/31/2017 to 6/2/2017. Saddleback College	\$11,000.00
<u>Lango Kids Irvine</u> Educational Services Agreement- For community education presenter to offer courses in Spanish language for College for Kids from 7/1/2017 to 6/30/2018. Irvine Valley College	\$10,470.00
<u>Penn Corporation Relocation Services</u> Consultant Services Agreement- For moving services to support the relocation process of the Technology & Applied Science Swing Space II Project at Saddleback College from 5/3/2017 to 9/30/2017. District Services	\$10,000.00
<u>Titan Empire Inc. dba The Titan Group, Professional Investigations</u> Independent Contractor Agreement- For investigative services for Human Resources Department from 5/15/2017 to 4/30/2022. District Services	\$10,000.00
<u>tBP Architectural, Inc.</u> Architectural Services Agreement- To provide architectural plan services for Physical Education Flooring Replacement Project from 5/21/2017 to 8/30/2017. Irvine Valley College	\$9,550.00
<u>City of Irvine</u> Advertising Agreement- To provide four consecutive ads with a full-page advertisement in the Inside Irvine magazine for the Winter 2017/2018 issue. Irvine Valley College	\$9,000.00

<u>Life College</u> Educational Services Agreement- For community education presenter to offer courses in programs designed to facilitate the transition of young adults with intellectual disabilities to employment and independent living from 7/1/2017 to 6/30/2018. Irvine Valley College	\$9,000.00
<u>R2A Architecture</u> Architectural Services Agreement- For architectural design services at Veterans Center from 5/4/2017 to 5/3/2018. Saddleback College	\$8,980.00
<u>IncrediFlix</u> Educational Services Agreement- For community education presenter to offer courses in computer media from 7/1/2017 to 6/30/2018. Irvine Valley College	\$8,775.00
<u>L. Joyce Arntson</u> Professional Services Agreement- For consulting services to develop a communications curriculum for the Adult Education Block Grant and South County Regional Consortium from 5/1/2017 to 6/30/2017. Irvine Valley College	\$8,500.00
<u>VenTek International, Inc.</u> Independent Contractor Agreement- For annual license subscription and transaction processing services for VenTek, a parking permit dispenser, from 7/1/2017 to 6/30/2018. Saddleback College	\$8,010.00
<u>Avalon Tent and Party</u> Independent Contractor Agreement (Amend 2)- For additional equipment rental services of \$2,500 for various campus events for a revised contract total of \$7,500. Irvine Valley College	\$7,500.00
<u>Shani Zreik</u> Educational Services Agreement- For community education presenter to offer courses in solar panel installation from 6/1/2017 to 6/30/2018. Irvine Valley College	\$7,500.00
<u>Quayum Aboul</u> Educational Services Agreement- For community education presenter to offer courses in watercolor painting from 7/1/2017 to 6/30/2018. Irvine Valley College	\$7,500.00
<u>ThreeForks, Inc.</u> Professional Services Agreement- To provide assistance to improve Financial Aid's current implementation of PowerFAIDS, a Financial Aid automation software from 5/25/2017 to 6/30/2017. Saddleback College	\$7,100.00
<u>CDW-G</u> Software License Agreement- For subscription renewal of VMWare VSphere, a virtualization server software, from 6/14/2017 to 5/22/2018. Irvine Valley College	\$7,050.00

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

<u>Dell</u> Software License Agreement- For subscription of Wyse Management Software, a virtual management software for Dell Wyse, used in Library from 4/28/2017 to 4/27/2018. Irvine Valley College	\$6,828.00
<u>Weatherproofing Technologies, Inc.</u> Construction Services Agreement- For roof repair services at building A100, B200, Performing Arts Center, and Library from 5/15/2017 to 6/1/2017. Irvine Valley College	\$6,540.00
<u>Pacific Parking</u> Independent Contractor Agreement- To provide annual maintenance services on parking permit machines from 7/1/2017 to 6/30/2018. Irvine Valley College	\$6,450.00
<u>IBM</u> Software License Agreement- For license renewal of IBM SPSS, a predictive analytics software, used by the Business Sciences Department from 9/1/2017 to 8/31/2018. Irvine Valley College	\$6,249.50
<u>The Ritz-Carlton</u> Facility Use & Catering Services Agreement- To provide facility and catering services for SC Foundation's Board of Governors on 6/2/2017. Saddleback College-Foundation	\$6,196.00
<u>The Nossovitch Group</u> Professional Services Agreement- To provide "Group to Team" training for Fine Arts Division on 5/2/2017. Saddleback College	\$5,450.00
<u>Strategic Kids</u> Educational Services Agreement- For community education presenter to offer courses in Magic For Kids classes from 7/1/2017 to 6/30/2018. Irvine Valley College	\$5,200.00
<u>Forensic Analytic</u> Consultant Services Agreement- For environmental consultant services from 5/17/2017 to 7/16/2017. Irvine Valley College	\$5,000.00
<u>Institute of Reading Development</u> Educational Services Agreement- For community education presenter to operate courses in reading development from 6/1/2017 to 8/31/2018. Saddleback College	\$5,000.00 (Revenue)
<u>Underground Service Company</u> Field Service Agreement- For gas leak detection services at the Learning Resource Center Building and surrounding area from 5/29/2017 to 6/30/2017. Saddleback College	\$5,000.00

<u>Castlerock Environmental, Inc.</u> Field Service Agreement- For flooring removal services in the Life Sciences Building from 3/10/2017 to 3/30/2017. Irvine Valley College	\$4,995.00
<u>James Major</u> Professional Services Agreement- To support research in perioperative nursing program for community healthcare facilities from 5/30/2017 to 6/30/2017. Saddleback College	\$4,995.00
<u>New Vision Construction</u> Field Service Agreement- For satellite building repair services in the Outreach offices from 5/23/2017 to 8/23/2017. Saddleback College	\$4,978.35
<u>Haitbrink Asphalt Paving</u> Field Service Agreement- For asphalt repair services on the entry off of Marguerite Parkway from 4/24/2017 to 6/30/2017. Saddleback College	\$4,960.00
<u>Haitbrink Asphalt Paving</u> Field Service Agreement- For bollard installation services in parking lot 7 from 4/24/2017 to 6/30/2017. Saddleback College	\$4,940.00
<u>Bravo Sign & Design</u> Field Service Agreement- For monument sign repair services in the corner of Jeffrey and Irvine Center Drive from 5/30/2017 to 6/15/2017. Irvine Valley College	\$4,800.00
<u>Saddleback Termite Control</u> Field Service Agreement- For termite damage repair services for the baseball field dugout from 4/10/2017 to 8/10/2017. Saddleback College	\$4,550.00
<u>The Hills Hotel</u> Facility Use Agreement- To provide facility for Saddleback College Vocal Department Banquet on 5/26/2017. Saddleback College-Foundation	\$4,522.05
<u>End2End, Inc.</u> Independent Contractor Agreement- To provide maintenance and support for the public safety management solution from 7/1/2017 to 6/30/2018. Saddleback College	\$4,074.00
<u>International Business Machines Corporation (IBM)</u> Software Support Agreement- For the subscription renewal of IBM statistics software from 7/1/2017 to 6/30/2018. District Services	\$4,072.00
<u>Tecta America</u> Construction Services Agreement- For routine and as-needed roof maintenance and repair services throughout campus from 7/1/2017 to 6/25/2018. Saddleback College	\$4,000.00

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

<u>Ninyo & Moore Geotechnical & Environmental Sciences Consultant</u> Consultant Services Agreement- To provide a material survey for Technology and Applied Science Swing Space II Project for Science & Math Building from 5/1/2017 to 6/30/2017. District Services	\$3,900.00
<u>David Deutsch</u> Educational Services Agreement- For community education presenter to offer courses in financial planning from 7/1/2017 to 6/30/2018. Irvine Valley College	\$3,675.00
<u>Health Dimensions</u> Professional Services Agreement- For management services at Full Service Health & Lifestyle Expo for Saddleback College from 9/19/2016 to 9/18/2018 and for IVC from 9/20/2016 to 9/19/2018. District Services	\$3,600.00
<u>Qualtrics LLC</u> Software Subscription Agreement- For subscription of Qualtrics, a survey conducting software, from 7/1/2017 to 6/30/2018. District Services	\$3,500.00
<u>RP Group</u> Independent Contractor Agreement- To provide Dual Enrollment Workshop for IVC Career Technical Education (CTE) Office from 4/14/2017 to 4/21/2017. Irvine Valley College	\$3,500.00
<u>VFS Fire & Security Services</u> Field Service Agreement- For annual fire pump test and inspection services in Performing Arts Center from 5/15/2017 to 5/14/2018. Irvine Valley College	\$3,500.00
<u>Bibliotheca, LLC</u> Software Maintenance Agreement- For annual maintenance and support renewal of bibliotheca, a library system management software, from 7/1/2017 to 6/30/2018. Irvine Valley College	\$3,056.13
<u>Dr. Estela Bensimon</u> Professional Services Agreement- For guest speaker to present on the topic of "Equity is more than a word: It's a practice" on 8/14/2017. Saddleback College	\$3,000.00
<u>eSign Services, Inc.</u> Field Service Agreement- To provide maintenance and repair services for Aquatics Electronic Digital Scoreboard System from 5/1/2017 to 6/30/2017. Saddleback College	\$3,000.00
<u>Kwall, LLC</u> Independent Contractor Agreement- To provide content management training from 4/24/2017 to 5/31/2017. Irvine Valley College	\$3,000.00

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

<u>LeeAnne Krusemark</u> Educational Services Agreement- For community education presenter to offer courses in financial freedom, extreme couponing, mystery shopping, successful home based business, screenwriting, and manuscript from 7/1/2017 to 6/30/2018. Irvine Valley College	\$3,000.00
<u>Mettler-Toledo Rainin, LLC</u> Independent Contractor Agreement- To provide calibration, preventative maintenance and repair services for Nursing Department from 4/17/2017 to 6/30/2019. Saddleback College	\$3,000.00
<u>Ipswitch Inc.</u> Software License Agreement- For subscription renewal of WhatsUp Gold, an application and network monitoring software, used by the Technology Services Department from 6/30/2017 to 6/29/2018. Irvine Valley College	\$2,925.44
<u>South Coast Fire Protection</u> Field Service Agreement- To provide backflow test and repair services at ATEP from 4/30/2017 to 5/30/2017. Irvine Valley College	\$2,824.00
<u>Cascade Thermal Solutions</u> Field Service Agreement- To provide semi-annual maintenance services for equipment used by the Biology Department from 4/24/2016 to 6/30/2018. Saddleback College	\$2,754.64
<u>Bluebeam, Inc.</u> Software Subscription Agreement- For license and maintenance support of Bluebeam Revu, a software package for PDF editing from 5/4/2017 to 5/3/2018. Saddleback College	\$2,592.00
<u>Lightwerks Communication Systems, Inc.</u> Independent Contractor Agreement- For installation and relocation services of a manual projection screen and speakers from 5/25/2017 to 6/30/2017. Saddleback College	\$2,528.00
<u>Shred-it USA LLC</u> Professional Services Agreement- To provide shredding services of computer hard drives, magnetic back-up tapes and paper files on 6/30/2017. Saddleback College	\$2,510.00
<u>JM Justice Fence Company</u> Field Service Agreement- For fence repair services of campus tennis court from 4/24/2017 to 6/30/2017. Saddleback College	\$2,460.00

<u>One Zero Digital Media</u> Independent Contractor Agreement- To provide video editing services for Grants Department from 5/22/2017 to 6/30/2017. Irvine Valley College	\$2,400.00
<u>Aramark S&E Services</u> Catering Services Agreement- To provide beverage service for 2017 KSBR Birthday Bash at City National Grove of Anaheim on 5/28/2017. Saddleback College-Foundation	\$2,264.91
<u>California Hazardous Service</u> Independent Contractor Agreement (Amend #1)- For additional annual testing of monitoring system and fuel tank vapor recovery of \$644.40 for revised contract total of \$2,164.44. Saddleback College	\$2,164.44
<u>Pyramid Backline Rentals</u> Independent Contractor Agreement- To provide delivery and rental services of musical instruments and amplifiers for KSBR Birthday Bash on 5/28/2017. Saddleback College-Foundation	\$2,008.00
<u>Foundation of California Community Colleges</u> Software License Agreement- For license renewal of ESRI ArcView Site, a geographical information systems software, used by geography classes from 7/1/2017 to 6/30/2018. Irvine Valley College	\$2,000.00
<u>Foundation of California Community Colleges</u> Software License Agreement- For license renewal of ESRI ArcView Site, a geographical information systems software, used by the division of Social & Behavior Sciences for instruction from 7/1/2017 to 6/30/2018. Saddleback College	\$2,000.00
<u>Nettie's Party Pals</u> Independent Contractor Agreement- To provide therapy animals for the End of the Semester Celebration Event from 5/9/2017 to 6/30/2018. Irvine Valley College	\$2,000.00
<u>SARS Software Products, Inc.</u> Software License Agreement- For license and support of a student scheduling and tracking software from 7/1/2017 to 6/30/2018. Saddleback College	\$2,000.00
<u>Source Graphics</u> Professional Services Agreement- To provide maintenance renewal on the plotter, located in the Marketing Department, from 4/18/2017 to 4/17/2018. Irvine Valley College	\$1,928.00
<u>Optimus Quality Consulting</u> Professional Services Agreement- To provide customized composite fabrication training to employees of Swift Engineering from 4/18/2017 to 5/4/2017. Saddleback College	\$1,920.00

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

<u>The Plaza Suites</u> Facility Use Agreement- To provide lodging for IVC badminton team at the Plaza Suites in Santa Clara, CA to participate in the CCCAA Badminton Championship from 5/11/2017 to 5/13/2017. Irvine Valley College	\$1,785.95
<u>Vortex Industries, Inc.</u> Field Service Agreement- For the repair services of roll up door at Cox yard from 5/1/2017 to 8/1/2017. Saddleback College	\$1,779.35
<u>CI Solutions</u> Software License Agreement- For software license subscription and maintenance services of a campus ID card printer from 2/5/2017 to 2/4/2018. Irvine Valley College	\$1,590.00
<u>John C. Pak</u> Educational Services Agreement- For community education presenter to offer courses in estate planning from 7/1/2017 to 6/30/2018. Irvine Valley College	\$1,560.00
<u>Source Graphics</u> Professional Services Agreement- To provide maintenance renewal on the Duplicating Center plotter from 4/26/2017 to 4/25/2018. Irvine Valley College	\$1,550.00
<u>New Vision Construction</u> Field Service Agreement- To provide carpet replacement services in Health Science Building from 12/20/2016 to 1/31/2017. Saddleback College	\$1,503.30
<u>Amber Caras</u> Guest Artist Services Agreement- For guest artist stage manager for Theatre Arts Summer of Theatre from 6/1/2017 to 7/31/2017. Saddleback College	\$1,500.00
<u>Associated Student at UC Irvine</u> Professional Services Agreement- To provide dance performance for the Asian and Pacific Islander Heritage Month-cultural event on 5/4/2017. Irvine Valley College	\$1,500.00
<u>PerkinElmer Health Sciences, Inc.</u> Independent Contractor Agreement- To provide inspection services for lab equipment from 4/6/2017 to 6/30/2017. Irvine Valley College	\$1,500.00
<u>Western State Design, Inc.</u> Field Service Agreement- To provide maintenance and repair services on industrial washing machines and dryers for KNES/Athletics Division from 5/2/2017 to 6/30/2017. Saddleback College	\$1,500.00

<u>Oak Creek Golf Club</u> Catering Services Agreement- For catering services for Business Sciences Faculty Development Meeting on 5/5/2017. Irvine Valley College	\$1,441.70
<u>Robert Phelps</u> Educational Services Agreement- For community education presenter to offer courses in writing from 7/1/2017 to 6/30/2018. Irvine Valley College	\$1,350.00
<u>Stonefire Grill</u> Catering Services Agreement- For catering services for IVC Classified Senate Summit on 6/9/2017. Irvine Valley College	\$1,290.63
<u>Kratos Public Safety & Security Solutions</u> Field Service Agreement- To provide interior door inspection and repair services in Business Sciences and Technology Innovation Center from 5/30/2017 to 6/30/2017. Irvine Valley College	\$1,200.00
<u>M Gaiser Enterprises Inc. dba Bombdiggity Hot Dog and Catering</u> Catering Services Agreement- For catering services at the end of year celebration event on 5/17/2017. Saddleback College-ASG	\$1,031.65
<u>Jason Chu</u> Professional Services Agreement- For guest speaker for the Asian and Pacific Islander Heritage Month-cultural event on 5/4/2017. Irvine Valley College	\$1,000.00
<u>Kate Flannery</u> Independent Contractor Agreement- For hosting services for 2017 KSBR Birthday Bash on 5/28/2017. Saddleback College- Foundation	\$1,000.00
<u>Nadia Shpachenko</u> Guest Lecturer Services Agreement- For guest keyboard artist for the Reflection of the Ocean Classical Keyboard Series on 5/7/2017. Saddleback College-Foundation	\$1,000.00
<u>Sims Tree Health Specialists, Inc.</u> Field Service Agreement- To provide oak tree assessment and treatment services near the soccer field from 5/15/2017 to 6/10/2017. Irvine Valley College	\$1,000.00
<u>Denise Katzenberger</u> Educational Services Agreement- For community education presenter to offer courses in watercolor painting from 7/1/2017 to 6/30/2018. Irvine Valley College	\$900.00
<u>Clifford Harrison Robbins</u> Independent Contractor Agreement- To provide photography services at the athletic team event from 5/1/2017 to 6/30/2017. Saddleback College	\$850.00

<u>Scannx, Inc.</u> Software License Agreement- For subscription renewal of Scannx, a book scanner, used in the Library from 5/7/2017 to 5/6/2018. Irvine Valley College	\$850.00
<u>DJ A-Ko / Rob Sickelco</u> Independent Contractor Agreement- For DJ services at the Saddleback College Vocal Department Banquet on 5/26/2017. Saddleback College	\$800.00
<u>Microwest Software Systems, Inc.</u> Software Subscription Agreement- For work order software maintenance and support from 5/1/2017 to 6/30/2017. Saddleback College	\$790.00
<u>Benjamin Gamboa</u> Guest Artist Services Agreement- For facilitator during the Completion, Persistence and Retention Retreat on 5/18/2017. Saddleback College	\$750.00
<u>Twenty Six Design, LLC</u> Software License Agreement- For subscription of WCONLINE, a scheduling and data collection software, used by the Tutoring Department from 5/7/2017 to 5/6/2018. Saddleback College	\$715.00
<u>Smart Levels Media</u> Independent Contractor Agreement- For framing services of student artworks being featured in the IVC Literary journal from 4/20/2017 to 6/30/2017. Irvine Valley College	\$700.00
<u>ShortPoint</u> Software License Agreement- For subscription of ShortPoint OnDemand License, an add-on module to minimize coding time for SharePoint administrator, from 3/1/2017 to 2/28/2018. Saddleback College	\$665.00
<u>Roberta Piket</u> Guest Artist Services Agreement- For guest artist, a pianist, to perform in Jazz Concert on 4/10/2017. Saddleback College-Foundation	\$650.00
<u>Sarah Goodwin</u> Guest Artist Services Agreement- For guest artist, a soloist, to perform in Choral Masterwork Series on 5/12/2017. Saddleback College-Foundation	\$650.00
<u>City of Irvine</u> Facility Use Agreement- To provide facility for Foundation Board of Governors Retreat on 7/7/2017. Irvine Valley College-Foundation	\$648.50

<u>Kyong (Kathy) Song</u> Educational Services Agreement- For community education presenter to offer courses in word problems in Algebra from 7/1/2017 to 6/30/2018. Irvine Valley College	\$590.00
<u>Rancho Santa Margarita Chamber of Commerce</u> Sponsorship Agreement- To provide a sponsorship booth to allow the Outreach and Recruitment Department to promote the college at the 2017 Ranchofest in Rancho Santa Margarita, CA from 6/9/2017 to 6/11/2017. Saddleback College	\$550.00
<u>ACT!,LLC</u> Software License Agreement- For subscription of ACT!, a customer relations management software, used by the Economic and Workforce Development at ATEP from 5/17/2017 to 5/16/2018. Irvine Valley College	\$420.00
<u>City of Mission Viejo</u> Facility Use Agreement- To provide facility for Basic Skills Initiative Event and Completion, Persistence and Retention Retreat Retreat at the Norman P Murray Community & Senior Center in Mission Viejo, CA on 5/18/2017. Saddleback College	\$315.00
<u>Thomson Reuters</u> Professional Services Agreement - For subscription renewal of Thomson Reuters billing system, an online banking system, from 9/1/2017 to 8/30/2018. District Services	\$292.00
<u>Andrey Antonenko</u> Guest Artist Services Agreement- For guest artist, a violinist, to perform in Symphony Orchestra from 5/4/2017 to 5/13/2017. Saddleback College-Foundation	\$255.00
<u>Betty Whyte</u> Guest Artist Services Agreement- For guest artist, a flutist, to perform in "Wind Ensemble" from 4/25/2017 to 5/5/2017. Saddleback College-Foundation	\$255.00
<u>Brian Woodworth</u> Guest Artist Services Agreement- For guest artist, a bassoonist, to perform in Symphony Orchestra from 5/4/2017 to 5/13/2017. Saddleback College-Foundation	\$255.00
<u>Brian Woodworth</u> Guest Artist Services Agreement- For guest artist, a bassoonist, to perform in "Wind Ensemble" from 4/25/2017 to 5/5/2017. Saddleback College-Foundation	\$255.00
<u>Chelsea Howell</u> Guest Artist Services Agreement- For guest artist, a clarinist, to perform in "Wind Ensemble" from 4/25/2017 to 5/5/2017. Saddleback College-Foundation	\$255.00

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

<u>Claire Bertram</u> Guest Artist Services Agreement- For guest artist, an oboe player, to perform in "Wind Ensemble" From 4/25/2017 to 5/5/2017. Saddleback College-Foundation	\$255.00
<u>Esther Kang</u> Guest Artist Services Agreement- For guest artist, a violinist, to perform in Symphony Orchestra from 5/4/2017 to 5/13/2017. Saddleback College-Foundation	\$255.00
<u>Lea Sheffens</u> Guest Artist Services Agreement- For guest artist, a clarinist, to perform in "Wind Ensemble" from 4/25/2017 to 5/2/2017. Saddleback College-Foundation	\$255.00
<u>Lisa Cherry</u> Guest Artist Services Agreement- For guest artist, a hornist, to perform in Symphony Orchestra from 5/4/2017 to 5/13/2017. Saddleback College-Foundation	\$255.00
<u>Stephanie Getz</u> Guest Artist Services Agreement- For guest artist, a flutist, to perform in "Wind Ensemble" from 4/25/2017 to 5/5/2017. Saddleback College-Foundation	\$255.00
<u>Hyun Kim</u> Guest Artist Services Agreement- For guest artist, a violinist, to perform in Symphony Orchestra from 5/4/2017 to 5/13/2017. Saddleback College-Foundation	\$255.00
<u>Maya Horikawa</u> Guest Artist Services Agreement- For guest artist, a violinist, to perform in Symphony Orchestra from 5/4/2017 to 5/13/2017 Saddleback College-Foundation	\$255.00
<u>Maryann McNamara</u> Guest Artist Services Agreement- For guest artist, a clarinist, to perform in "Wind Ensemble" from 4/25/2017 to 5/5/2017. Saddleback College-Foundation	\$255.00
<u>Maryann Tucker</u> Guest Artist Services Agreement- For guest artist, a hornist, to perform in Symphony Orchestra from 5/4/2017 to 5/13/2017. Saddleback College-Foundation	\$255.00
<u>Ryan Anthony DeWeese</u> Guest Artist Services Agreement- For guest artist to provide a master trumpet class/jazz lab on 4/17/2017. Saddleback College-Foundation	\$250.00
<u>B&H Photo</u> Software Subscription Agreement- For subscription of a supplemental stitching software from 5/9/2017 to 5/8/2018. Saddleback College	\$219.95

<u>Aaron Williams</u> Professional Services Agreement- For guest artist, an accompanist, to perform in IVC Dance Concert from 5/4/2017 to 5/6/2017. Irvine Valley College	\$200.00
<u>Daphne Tsao</u> Guest Artist Services Agreement- For guest artist, a violinist, to perform in piano ensemble from 4/27/2017 to 4/30/2017. Saddleback College-Foundation	\$170.00
<u>Ainur Zabenova</u> Guest Artist Services Agreement- For guest artist, a violinist, to perform in Symphony Orchestra from 5/11/2017 to 5/13/2017. Saddleback College-Foundation	\$170.00
<u>Gina Caviar</u> Guest Artist Services Agreement- For guest artist, a viola player, to perform in piano ensemble from 4/27/2017 to 4/30/2017. Saddleback College-Foundation	\$170.00
<u>Joshua Huppert</u> Guest Artist Services Agreement- For guest artist, a percussionist, to perform in Reflection of the Ocean from 4/27/2017 to 4/30/2017. Saddleback College-Foundation	\$170.00
<u>Lisa Cherry</u> Guest Artist Services Agreement- For guest artist, a hornist, to perform in wind ensemble from 5/2/2017 to 5/5/2017. Saddleback College-Foundation	\$170.00
<u>Mark Ghiassi</u> Guest Artist Services Agreement- For guest artist, a hornist, to perform in wind ensemble from 5/2/2017 to 5/5/2017. Saddleback College-Foundation	\$170.00
<u>Sage Yang</u> Guest Artist Services Agreement- For guest artist, a violinist, to perform in piano ensemble from 4/27/2017 to 4/30/2017. Saddleback College-Foundation	\$170.00
<u>Stephanie Getz</u> Guest Artist Services Agreement- For guest artist, a flutist, to perform in piano ensemble from 4/27/2017 to 4/30/2017. Saddleback College-Foundation	\$170.00
<u>Tomoko MacIntyre</u> Guest Artist Services Agreement- For guest artist, a clarinist, to perform in wind ensemble from 5/2/2017 to 5/5/2017. Saddleback College-Foundation	\$170.00
<u>Yao Wang</u> Guest Artist Services Agreement- For guest artist, a cellist, to perform in piano ensemble from 4/27/2017 to 4/30/2017. Saddleback College-Foundation	\$170.00

<u>Paul Zuill</u> Guest Artist Services Agreement- For guest artist, an accompanist, to perform in Summer of Theatre Auditions from 4/17/2017 to 4/19/2017. Saddleback College-Foundation	\$160.00
<u>David C. Sampson</u> Independent Contractor Agreement- To provide photography services during 2017 Swallows Day Parade on 3/25/2017. Saddleback College-Foundation	\$150.00
<u>Seo Young Park</u> Guest Speaker Services Agreement- For guest speaker to provide presentation for Undergraduates Anthropology Research Conference on 5/5/2017. Saddleback College	\$150.00
<u>Brian Rodriguez</u> Independent Contractor Agreement- To provide DJ services for the Annual Fashion Show on 4/27/2017. Saddleback College-Foundation	\$120.00
<u>T3 Motion</u> Independent Contractor Agreement- For speed sensor repair services of a motion electric standup vehicle used by the Campus Police Department from 5/15/2017 to 6/30/2017. Irvine Valley College	\$117.42
<u>LaToya Green</u> Guest Speaker Services Agreement- For guest speaker to provide presentation on women's rights for Associated Student Government's Awareness Day on 3/7/2017. Saddleback College-ASG	\$100.00
<u>AV Venue LLC</u> Professional Services Agreement- To provide an advertising booth for Interactive Media Arts Department on 4/26/2017. Irvine Valley College	\$0.00
<u>Casa Romantica Cultural Center and Gardens</u> Facility Use Agreement- To provide facility for emeritus students to participate in painting from 8/22/2017 to 12/19/2017. Saddleback College	\$0.00
<u>Irvine Unified School District</u> Affiliation Agreement- To provide approved curriculum, instruction, student services and award college credit for courses from 6/14/2017 to 6/30/2018. Irvine Valley College	\$0.00
<u>Irvine Unified School District</u> Affiliation Agreement- To participate in UC Davis C-STEM Robotic Competition from 5/19/2017 to 5/20/2017. Irvine Valley College	\$0.00

<u>National Electrical Manufacturers Association</u> License Agreement- To provide online course education materials to advance education in lighting controls from 4/18/2017 to 4/17/2018. Irvine Valley College	\$0.00
<u>Santa Clarita Community College District</u> Grant Participant Expense Agreement- For an IVC employee to perform services to support the Institutional Effectiveness and Technical Assistance Grant, awarded to the Santa Clarita Community College District from 1/1/2016 to 6/30/2019. Irvine Valley College	\$0.00
<u>Tustin Police Department</u> Affiliation Agreement- For inter-agency operation between the Tustin Police Department and IVC Police Department from 1/1/2017 to 12/31/2019. Irvine Valley College	\$0.00

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: FY 2017-2018 Tentative Budget

ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 58305(a) requires that each community college district Board of Trustees adopt a tentative budget no later than July 1 of each fiscal year. Approval of this budget allows the normal processing of payrolls and vendor payments at the start of the new fiscal year.

The District Resource Allocation Council (DRAC) has met and completed its work on the tentative budget model. The Basic Aid Allocation Recommendation Committee (BAARC) has also completed its process for tentative budget and funding recommendations are included in the presented tentative budget.

STATUS

The estimate of financial resources available to the District has been based on the Governor's May Budget Revision. The tentative budget includes a projected unrestricted ending balance for June 30, 2017 in the amount of \$42,983,909 plus unrestricted general fund resources of \$244,719,892. The actual ending balance for June 30, 2017 and the State Budget Act are not finalized; these projections will be updated before the adopted budget is presented to the Board on August 21, 2017. The Reserve for Economic Uncertainties has been set at 7.5% in accordance with the Budget Development Guidelines adopted by the Board of Trustees. In addition to the general fund, all other District fund budgets are reported in the tentative budget enclosure (EXHIBIT A). The budget presentation is also attached (EXHIBIT B).

The budget also includes Education Protection Account (EPA) funds of \$2.7 million. These funds are budgeted for expenditures of part-time faculty salaries and benefits.

There will be a Board budget workshop before the Adopted Budget is approved to review key financial information, budget reduction strategies, and other essential data.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the FY 2017-2018 Tentative Budget (EXHIBIT A) as presented.



TENTATIVE BUDGET

FY 2017-2018

June 26, 2017

Presented By:
Kim McCord
Acting Vice Chancellor, Business Services



THE DISTRICT



Overview: The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD student enrollments have remained stable. Total student headcount for spring 2017 is over 41,000 and resident full time equivalent students (FTES) for FY 2016-2017 number over 27,000. Demand for online courses and certificate programs continues to increase. SOCCCD has approximately 4,300 employees consisting of faculty, administrators, managers, classified staff, and police.

Budget Outlook: The district is projecting tight budgets over the next several years as a result of costs increasing at a higher rate than projected revenue. Although we have decentralized budget planning, joint meetings with the colleges and district services are taking place to discuss district-wide budget impacts and strategies. These strategies include using a multi-year approach to planning, distinguishing between ongoing and one-time revenues to align with expenses, implementing efficiencies to improve services and lower costs, thoroughly evaluate/assess all positions as they become vacant, and expanding resource development to supplement revenue. The district also offered an early retirement incentive program which will provide net costs savings. Many of these strategies will be reflected in the adopted budget.

Planning Efforts: During the last several years, great strides have been made to district-wide planning and budgeting processes. The district-wide planning processes were developed and are integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. This was in response to accreditation recommendations. The District-wide Planning Council (DWPC) continues to implement the recommendations and oversee the strategic planning processes with other major district-wide committees making recommendations on resources, such as District Resource Allocation Council (DRAC), Capital Improvement Committee (CIC), District-wide Technology Committee (DTC), and Basic Aid Allocation Recommendation Committee (BAARC).

Major Capital Projects: Major projects at Saddleback College include: a) Technology and Applied Sciences (ATAS)- evaluate approach for moving forward; b) TAS Swing Space- complete secondary swing space for fall semester; c) Athletic Stadium - design development is complete and moving into construction documents; d) Learning Resource Center Communication Arts Renovation – preconstruction; e) PE HVAC Upgrade – predesign; f) PE 100, 200, 300 & 400 Interiors - predesign investigation; g) Accessible ramp from parking lot 9-design phase; h) Data Center-predesign investigation; i) Audio/Visual-predesign; j)

Access Control - predesign; and k) Alterations to PE 200 Bleachers – bid phase.

Irvine Valley College projects include: a) Laser Way (Barranca Road) - close out; b) New IVC Building at ATEP – construction phase; c) ATEP Site Utilities/Infrastructure – construction phase; d) Parking Lot, Phase I with solar - predesign investigation; e) Health Center/Concessions - schematic design phase; f) Performing Arts Center Construction Defects – predesign investigation; g) Monument Sign Replacement – bid phase; h) New Dance floor – preconstruction; i) Performing Arts Waterproofing – bid phase; j) Generator and Enclosure – close out; and k) Life Sciences Lab Casework and Access controls – bid phase.

On a district-wide basis, projects include: a) Sustainability Plan; b) Technology Consultant for capital projects; c) ADA Access Transition plan, Phase II; and d) Infrastructure Mapping.

Major Technology Initiatives: This year's proposed basic aid technology projects recommended by the District-wide Technology Committee (DTC) fall into three major categories. The first category is enterprise resource planning (ERP) software, such as Workday's cloud-based software for human capital management/finance and SOCCCD's internally-created Student information System (SIS). This category includes funds reserved to implement unfunded statewide mandates.

The second category consists of major district-wide technology projects such as a service desk upgrade, improvements to the My Academic Plan (MAP) academic planning software and increased security protections.

The final category consists of college-requested items such as upgrades to faculty/staff computers and classroom technology.

State Budget and the Community College System: The Governor released his May Revision on May 11, 2017. Current year state revenues are in-line with January estimates which maintains increases in the Proposition 98 minimum guarantee. The May Revision forecasts an increase of \$2.1 billion in the minimum guarantee for the budget year. The passage of Proposition 30 in fall of 2012 created the Educational Protection Account (EPA) which provided temporary funding for education to be used for one-time purposes. The sales tax increase in Proposition 30 expired on December 31, 2016. The income tax provision was extended through December 31, 2030 with the passage of Proposition 55 last fall.

It is now up to the Legislative Budget Committees of both houses to put forward their plans to the Joint Budget Conference Committee. The deliberations of the Conference Committee may take several weeks or more to reconcile any differences. A majority vote is required to pass the budget unless it includes a tax increase, in which case a 2/3 vote is required. The constitutional deadline for passage of the Budget is June 15th.

Some of the highlights of the May Revision from the Governor that relate to community colleges are:

- Enrollment fees remain at \$46 per unit

- 1.56% COLA, including categorical programs
- \$57.8 million for 1% enrollment growth
- \$183.6 million to increase the base allocation for operational costs
- \$5 million increase for full-time student success grants
- \$46.5 million for Prop 39 energy efficiency projects
- \$135.8 million for deferred maintenance and instructional equipment with no local match requirement for deferred maintenance (one-time funds); these funds may not be distributed until May, 2019
- \$150 million for guided pathways (one-time funds)

The Governor is proposing additional ongoing funds to increase the base allocation, which are intended for new operational costs. This will increase the basic allocation to each college as well as the rate per FTES and amounts to an approximately 3% overall increase. Some of these funds may be re-appropriated by the legislature during the budget negotiations.

SOCCCD Budget: The SOCCCD budget for all funds totals over \$800 million. Because the District is self-sufficient and is a community supported district, it is essential that the budget is conservative and the district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The tentative budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue.

The state COLA of 1.56% provided \$2.2 million in additional funding. Although the Governor's May Revise includes growth funds of 1%, SOCCCD is not anticipating any growth above the amount currently funded. The base increase is conservatively budgeted at 2%, which is \$2.8 million. These amounts will be adjusted based on the final state budget for the FY 2017-2018 Adopted Budget to be approved by the Board of Trustees in August.

District-wide operating costs continue to increase from negotiated salary increases, health and welfare benefit increases, and pension rate increases. Personnel costs as a percentage of total budget has risen beyond our recommended budget target of 86% - 88%. This indicator demonstrates the need for future budget vigilance and is a trend that needs to be reversed to ensure future financial health of the District. This creates a very real budget challenge that needs to be addressed.

STRS and PERS rates are anticipated to increase significantly over the next 4 years and beyond. STRS rate increases have already been set by the legislature through 2021. PERS rates are set each year by the PERS Board. For FY 2017-2018, the increase costs over the prior year is estimated at \$2.5 million. This will grow an additional \$7 million by FY 2020-2021. The Board has approved participation in a Pension Stabilization Fund to offset these increased costs. An initial deposit of \$14.5M was made in FY 2015-2016 with an additional deposit of \$12.6M in FY 2016-2017. The FY 2017-2018 budget includes another \$12.6M from basic aid funds.

After following the SB361 funding formula for the colleges through the District Resource

Allocation Council (DRAC) model, excess property tax revenues available for basic aid distribution this fiscal year total over \$63 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community colleges use. These funds are allocated in the tentative budget based on the recommendations from BAARC. The structure for the ATEP operations budget is still under review and will be allocated in the adopted budget.

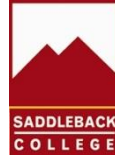
The general fund budget provides for each college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve is necessary for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Interim Chancellor Fitzsimons has reviewed the tentative budget and confirms that it is balanced as is required by law.

The state budget is required to be sent to the Governor by June 15 with final approval by the Governor before June 30. The adopted budget will be submitted to the Board for approval in August.

Kim McCord

*Acting Vice Chancellor, Business Services
South Orange County Community College District*



Saddleback College is pleased to submit its Tentative Budget to the Board of Trustees and Interim Chancellor. This budget uses income and expenditure simulations in accordance with the Governors May Revise budget proposal.

Under the District Resource Allocation Committee (DRAC) model, Saddleback is primarily funded through the State SB361 apportionment calculation. The governor's FY 2017-2018 State Budget proposal includes a 1.56% cost-of-living-adjustment (COLA), a base increase of approximately 2.78%, and 1% for growth. The full proposed COLA has been calculated in to our revenue projections; however, due to enrollment pressures, no growth has been added. Also, due to the uncertainty of whether the full base increase will be included in the State Final Budget, only 1.98% was used for the base increase. Expenditure assumptions include: step and column increases, collective bargaining related increases, fringe benefit increases, and health and welfare increases. Faculty positions vacated as a result of the recent retirement incentive have been budgeted at the part-time replacement rate, and costs for the first year of the employee retirement incentive are budgeted.

The proposed State Budget includes a statewide allocation of much needed one-time equipment/scheduled maintenance funds to be distributed in the 2018-2019 Fiscal Year, but it is anticipated that the allocation will be reduced significantly before the budget is finalized. Therefore, no dollars have been budgeted in this category at this time.

In accordance with Saddleback's participatory resource allocation process, the college completed prioritization of its FY 2017-2018 resource requests in May 2017 for recommendation to the college President. As the college's Final Budget is developed, these requests relating to personnel, equipment, facilities, technology and 'other' will be considered for funding. If any new funding requests are approved, appropriate funds will be allocated in the Final Budget.

The District Basic Aid Allocation Resource Council (BAARC) funding priorities for FY 2017-2018 includes the lot 9 walkway project, an augmentation to the Fine Arts HVAC and Interior Improvement project, and additional matching funds for the Gateway Building. The Gateway Building has been included under the state's Proposition 51 bond funding and we are hopeful that the Governor approves the issuance of additional Prop 51 Bond funds to allow the college and district to embark on this much needed facility.

As communicated previously, Saddleback expects to face significant budget challenges over the next several years due to two primary driving factors. The first challenge is the cost of personnel. While COLA and base revenue increases have kept pace with negotiated salary increases for permanent employees, step and column increases, increased health and welfare costs, and increased costs of part time faculty (approximately 21% over next three years alone) must be absorbed. The second challenge is enrollments. Although the college has reversed the downward trend and is starting to regain enrollments, we are projecting achieved FTES to be in the region of 1,600 below the district's allowable funded FTES targets. Both of these challenges have significant impact on the college's budget and if salary and benefit costs cannot be lowered and/or the college does not reach its full FTES targets over the next two years, the college will have to take additional measures to balance future budgets.

In response to the anticipated budget challenges, over the past couple of years Saddleback has strategically set aside the state's allocation of one-time funds to establish a cushion providing the college time to address the budget revenues and expenditures. As a result, Saddleback's ending

balance is significant, and these funds will be used to cover the budget deficit over the next couple of years, while the college works collaboratively on addressing the budget imbalance. Saddleback continues its college-wide efforts to increase enrollments, identify and implement efficiencies, and take advantage of the district's early retirement program to review and adjust management, staff, and faculty personnel to better meet the needs of the college and student success.

This Tentative Budget will be refined and updated based on adjusted state and district budget simulations in preparation for submission of Saddleback's Adopted Budget in August. Faculty, staff, and management remain wholly committed to students, and meeting the college mission while moving toward the vision of 'being the first choice'. Saddleback appreciates the successful partnership with the Board of Trustees, Interim Chancellor, District Services, Irvine Valley College, and south Orange County community.

Tod A. Burnett, Ed.D., President and Carol Hilton, Vice President for Administrative Services

IRVINE VALLEY COLLEGE BUDGET MESSAGE



Irvine Valley College presents its Fiscal Year (FY) 2017-2018 tentative budget that has been balanced using a combination of cost-saving measures and planning assumptions as outlined below. With salaries and benefits comprising a large and growing portion of the budget, balancing the budget has continued to present a great challenge.

The DRAC model revenue has been calculated at \$62.7 million compared to \$64.1 million last year. The decline of \$1.4 million is the net of higher ongoing revenue (\$2.1 million) and lower one-time funds (\$3.5 million). As previously projected, because of the budget imbalance, the college has utilized most of its one-time funds in FY 2016-2017.

Major contributors to the higher cost of salaries and benefits include an employee pay increase of \$1.5 million, based on the negotiated 3 percent COLA; employee step-and-column movement cost of \$1.0 million; an estimated \$400,000 in increased health and welfare benefit costs; and hiring 3 new faculty members at a cost of \$250,000 to meet the Faculty Obligation Number.

The Early Retirement Incentive Program (ERIP) will generate a number of vacancies thus leading to significant savings in the first year of implementation. These savings are slated to fund the annual incentive payments. The college is planning to leave all 10 faculty positions, vacated through the ERIP, unfilled for one year. Other positions will remain vacant for various lengths of time depending on the priority, need, and the time required to conduct reorganization studies for the respective departments.

An important budget balancing measure has been year two of the board-approved pension stabilization program that held the STRS and PERS rates at their FY 2015-2016 levels, covering an estimated \$1.4 million in pension costs. The college has continued to improve its productivity measure, defined as weekly student contact hours over full-time equivalent faculty. The budget includes a cost savings of \$1.2 million to reflect this higher productivity. Lastly, we included conservative increases in local income through expanded facility rentals and due to non-resident tuition rate increases and enrollment growth.

No additional positions requiring unrestricted General Fund are requested at this time, although a number of high-priority requests were submitted through the college's budget development process. These requests will be held until funding can be identified.

The college's Budget Development and Resource Planning Committee (BDRPC) has been tasked to generate and review budget ideas throughout the year. In fact, a number of previously generated ideas have been implemented. This summer, the BDRPC has been opened to the entire campus community, allowing anyone to participate either directly or by submitting a potential budget solution online.

Looking ahead, we will monitor the state budget as it makes its way through the legislative review process to be signed by the Governor in June 2017. There is a possibility that additional revenue will be included in the enacted budget.

We are thankful for the continued support of the Board of Trustees and the Chancellor in this challenging fiscal environment. The college will continue working with the Chancellor and the District Services team to develop ongoing solution options to address the budget imbalance.

Dr. Glenn Roquemore, President, Irvine Valley College
Davit Khachatryan, Vice President for Administrative Services

ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)



In 2004, the SOCCCD was conveyed 68.37-acres of land from the Department of the Navy on the former Marine Helicopter Base in Tustin and named the Advanced Technology & Education Park (ATEP). The district opened with a 1-1/2 acre temporary campus in fall 2007 to begin serving students. Land exchange agreements with the City of Tustin completed in 2013 provided the District a 61.4 acre site to develop. Included in the agreement was an extension of Victory Road (formerly Bell Avenue) which bifurcates the property and provides better access for our future students and the general public who will use the site. Currently, Irvine Valley College oversees the day-to-day operations of the 14,088 square feet of buildings at the ATEP site, which the District now leases from the City of Tustin. District Services oversees planning and infrastructure development for the site.

Mission

The stated mission of ATEP is to provide development opportunities for Irvine Valley College and Saddleback College as well as land use partners to support community, business and industry workforce development needs. This campus site will focus on Career Technology Education (CTE).

Accomplishments and Future Activities

Recent accomplishments and future activities in the planning and development of the ATEP site include:

- Ground breaking for the first IVC Building and for the first phase of infrastructure for the entire site was held on September 16, 2016. The construction of the approximately 32,000 square foot structure will be completed in early December, 2017 with IVC classes commencing with the Spring 2018 semester.
- On a tandem track with the building project, Griffith Company successfully won the contract for the ATEP Utilities and Infrastructure Project, and commenced construction on December 12, 2016. This infrastructure project is expected to be completed in January 2018.
- The City of Tustin and the District are working together to construct an extension of Victory Road (formerly Bell Avenue) which goes through the ATEP development area. The road will be dedicated to the city upon completion and provide for important access and increases in average daily trips which were previously negotiated. Construction of the road commenced in March 2017 and will be completed in November 2017. The development of this road is critical as it provides the pathways for utilities to the County of Orange Animal Care Center site as well as the ATEP site.
- The County of Orange held its groundbreaking for its Animal Care Facility, which borders the ATEP site, on July 29, 2016 and expects it to be open in late 2017 to early 2018.
- A commercial real estate broker, NAI Capital, came on board in July 2016 to advertise partnership opportunities for the ATEP site. These partnerships will embrace opportunities for college program synergies to support student training and success. They are currently in discussions with a few specific partners working to bring to fruition our first real partner on the site.

Dr. Debra L. Fitzsimons, Interim Chancellor

BUDGET DEVELOPMENT GUIDELINES

Board Philosophy:

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

Participatory Governance:

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the final budget.

Guiding Principles:

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long Term Debt Issues

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and college business officers shall monitor the college budgets to ensure there are no negative balances.

5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Keenan Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

9. Full Time Equivalent Student Targets

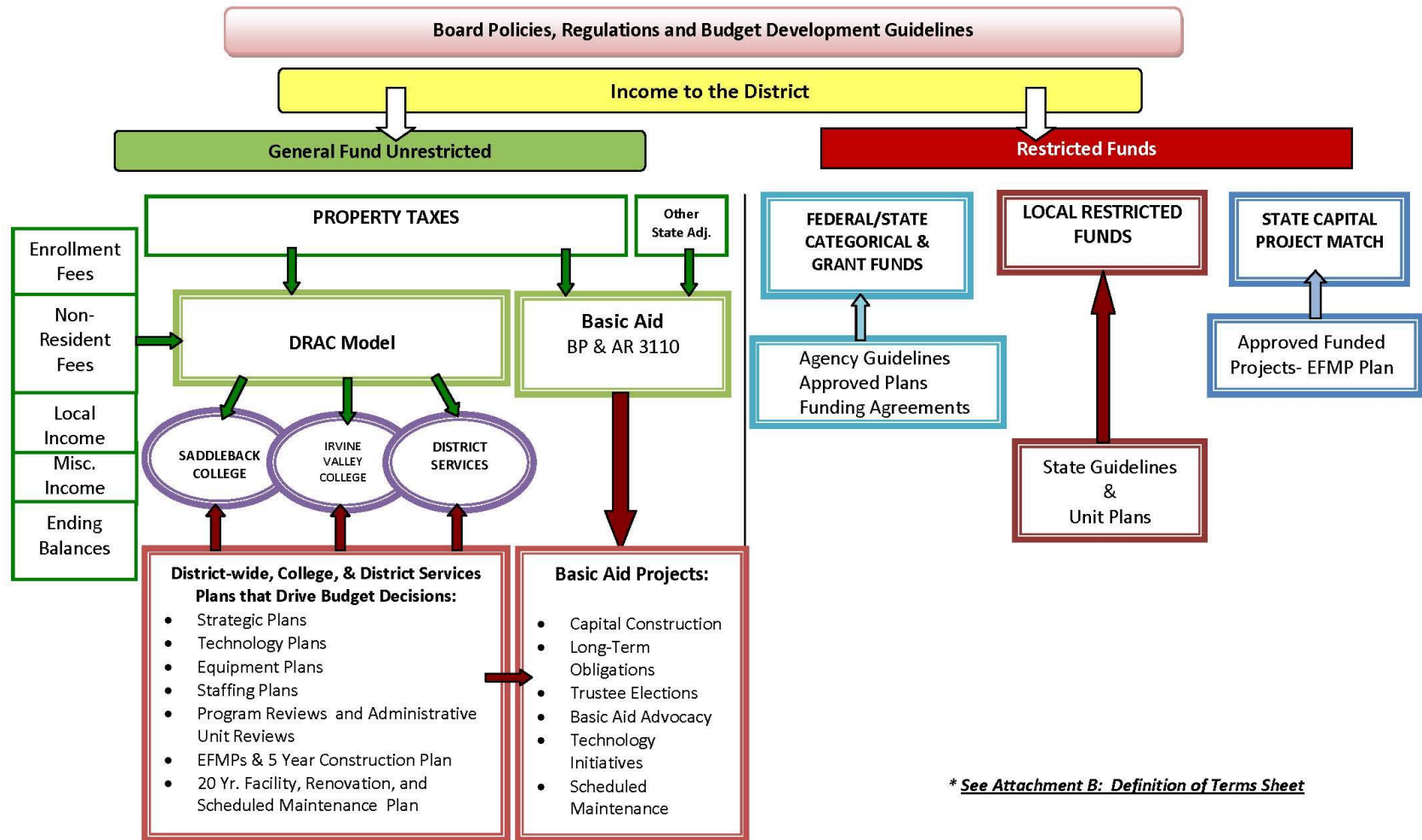
When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RESOURCE ALLOCATION PROCESS



dlf 8/11/2011

SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 107,254,590	\$43,702,781	\$150,957,371
Irvine Valley College	\$ 62,718,458	\$16,763,267	\$ 79,481,725
ATEP Operating	\$ 0		\$ 0
District Services	\$ 17,810,341	\$ 1,805,477	\$ 19,615,818
District-wide General Expense	\$ 4,380,516		\$ 4,380,516
Part-Time Faculty Parity Funds	\$ 487,297		\$ 487,297
Basic Aid Allocation/Transfer**	\$ 68,404,561		\$ 68,404,561
Basic Aid Contingency	\$ 13,495,521		\$ 13,495,521
Reserves for Economic Uncertainties	\$ 13,152,517		\$ 13,152,517
TOTALS***	<u>\$ 287,703,801</u>	<u>\$ 62,271,525</u>	<u>\$349,975,326</u>

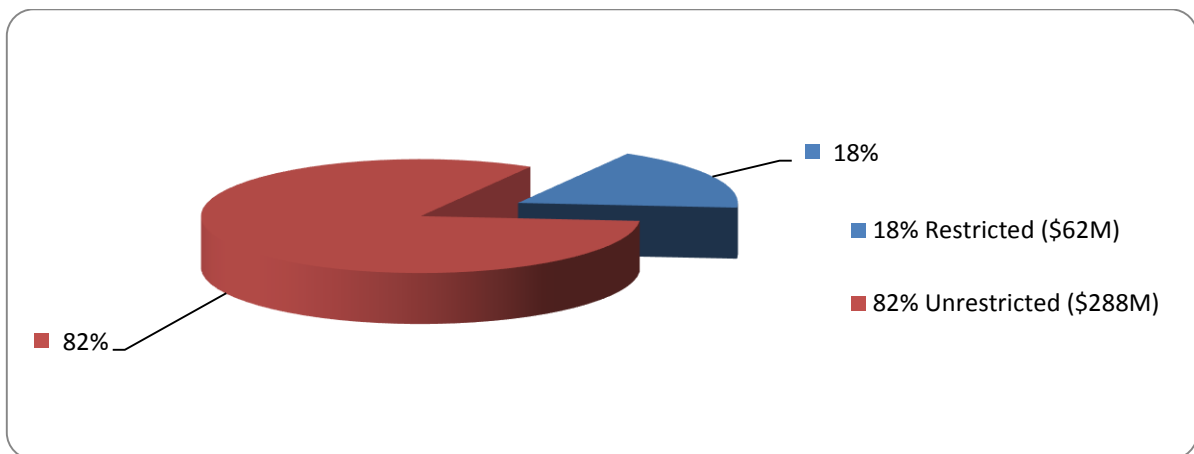
* See pages 26 through 29 (Total of revenue, expenses and ending balance for each budget location)

**Prior Year Beginning balance of Basic Aid funds (\$1M) is in the Capital Outlay fund.

***The basic aid total was based on conservative property tax estimates and will be revised for final budget.

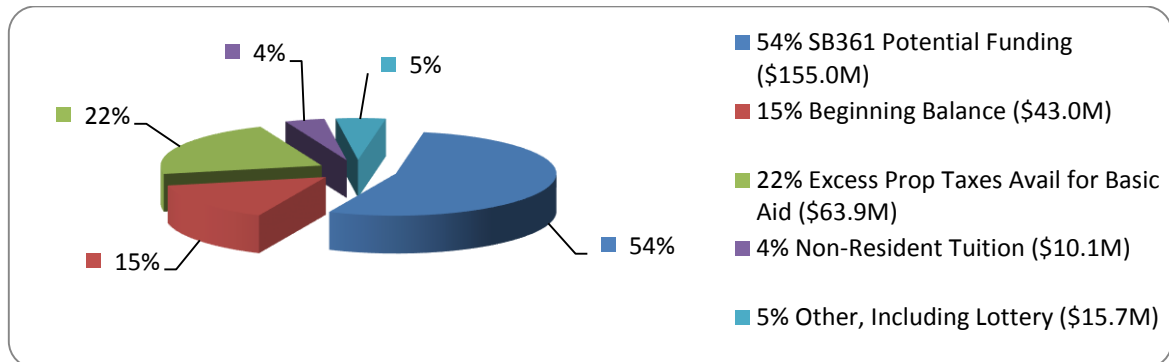
GENERAL FUND REVENUE

The general fund, which totals \$350 million, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted.”

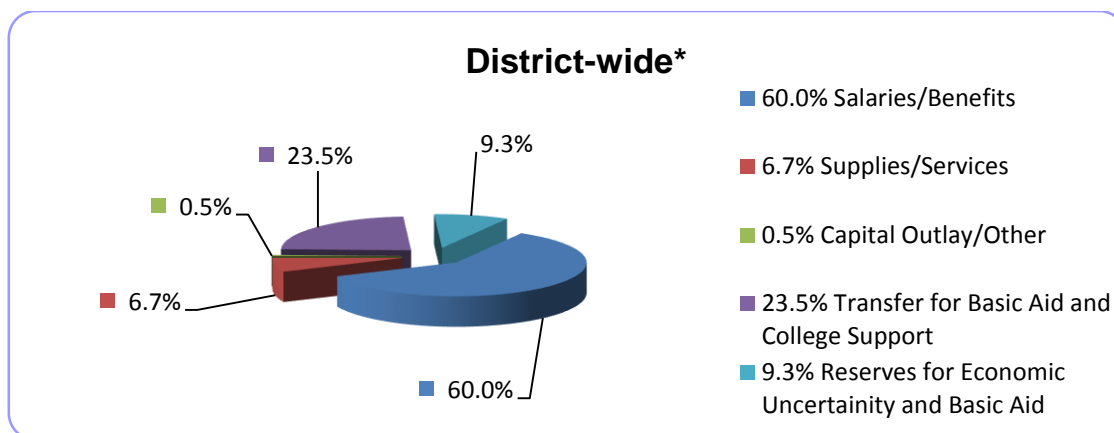


UNRESTRICTED GENERAL FUND REVENUE

The largest segment of the general fund is the *unrestricted portion*, which accounts for resources for the general purpose programs of the District, approximately \$288 million (82% of the activity). This is a slight increase of \$2 million over last year due primarily to a decrease in the beginning balance and increases for COLA and base augmentation. Of the resources, 54% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361. The total amount that is equivalent to what would be potentially received from state apportionment funding (SB361) is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA, student enrollment growth, and base allocation increases. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2017-2018 Basic Aid (22%), Non-Resident Tuition (4%), and other sources, including EPA funds and Lottery (5%). The beginning balance, carried forward from the prior year, is 15% of available unrestricted funds.



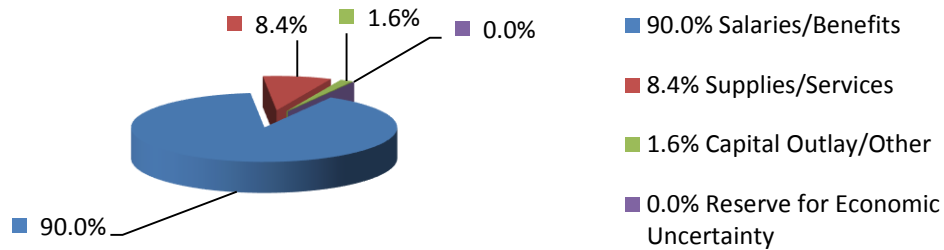
UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES



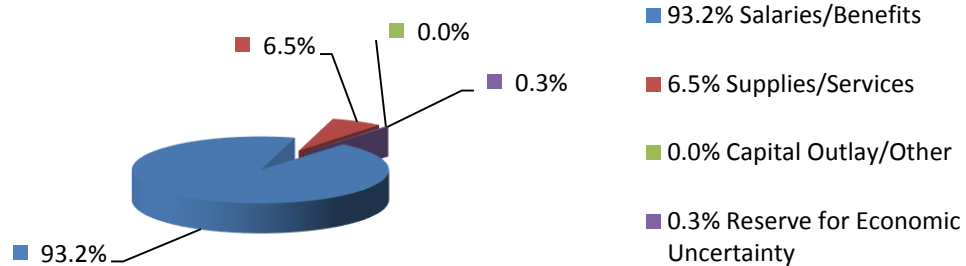
**Note: These percentages are based on the entire District budget that includes all reserves and Basic Aid funds. Without reserves and Basic Aid funds, the percentage for salaries and benefits would be 88.8%, which has increased from 88.2% last year.*

Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 90.0% of its operating budget (up from 89.5%) and Irvine Valley College salaries and benefits equal 93.2% of its operating budget (up from 92.8%). District Services salaries and benefits increased from 87.2% to 90.4% of its operating budget. These increases reflect the negotiated salary increases and benefit cost increases.

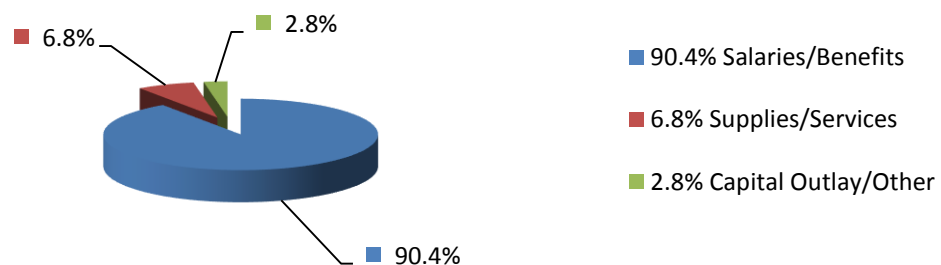
Saddleback College



Irvine Valley College



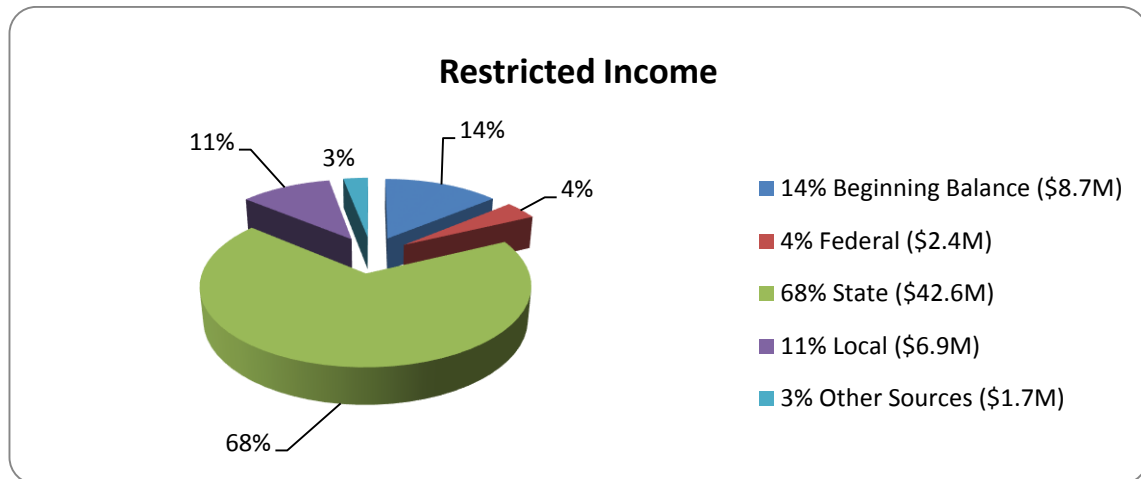
District Services



For fiscal prudence, the District-wide recommended budget target for overall staff costs is to not exceed 86-88% of the total budget so there are sufficient resources for instructional materials, equipment, and other operational costs. It is advisable to be on the low end of the range. We are exceeding this range which is a budget concern and needs to be reversed.

RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$62 million (18% of the general fund activity). This accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Success and Support Programs (SSSP), Student Equity, Strong Workforce, Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Cooperative Agencies Resources for Education (CARE). The restricted general fund increased by \$9 million from the prior year primarily from state funds for categorical programs. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district as fiscal agent and are used primarily by the colleges for support to educational programs and specialized activities.



NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Unrestricted General Fund beginning balance is estimated at \$43 million. This is made up of the prior year reserve for contingency (\$12.7 million), location beginning balances (\$12.3 million), and basic aid funds (\$18.0 million) which are included in the basic aid project budget.
- FTES targets remain unchanged from last year's targets and no growth funds were provided to the colleges in the DRAC funding model.

Annual FTES (Summer, Fall, Spring)					
	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018
	Actual	Actual	Annual	P2	Target
IVC	9,055	9,331	9,560	10,482	9,760
SC	16,885	16,652	16,626	16,856	18,516
TOTAL	25,940	25,983	26,186	27,338	28,276

- Education Protection Act (EPA) funds are budgeted at \$2.7 million, which is consistent with FY 2016-2017. The revenue will be adjusted at the Adopted Budget when FTES estimates are confirmed. These revenues are from temporary taxes and are budgeted for part-time faculty salaries and benefits.
- Enrollment fee revenue remains flat. Continuing increases in both the number and percentage of students who qualify for Board of Governor (BOG) waivers offsets any increases in enrollment fees. Since FY 2007-2008, there has been an almost 210% increase in the number of students qualifying for BOG waivers.
- Lottery revenue is budgeted at \$4.1 million based on an estimated \$140 per FTES funding, an increase of \$200,000 from the prior year. Lottery funds are paid on all FTES, including non-resident FTES.
- Employee movement on the salary schedule (step and column increases) and negotiated salary increase are included in the tentative budget for all employee groups. This includes a 3% increase for faculty, classified, police officers, and administrators and managers.
- The tentative budget includes an estimated 6% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance. Actual cost increases will be finalized in June and reflected in the adopted budget.
- Workers' Compensation insurance is budgeted at 1.7% of salaries, a 0.1% decrease from FY 2016-2017 due to positive district experience rates.
- The unemployment insurance rate for FY 2017-2018 remains stable at 0.05% of salaries.
- The Public Employees Retirement System (PERS) employer contribution rate is budgeted at 15.531% of salaries, an increase of 1.643% from FY 2016-2017. The rate was approved by the PERS board in April. Additional increases are anticipated for the next several years.

Fiscal Year	2015-2016 Actual	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
PERS Annual Rate	11.847%	13.888%	15.531%	18.100%	20.800%	23.800%	
PERS Contribution	5,424,269	6,549,524	7,544,087	8,791,963	10,103,471	11,560,703	6,136,434

- The State Teachers Retirement System (STRS) employer contribution rate for FY 2017-2018 is budgeted at 14.43% of salaries, an increase of 1.85% from FY 2016-2017. This increase was previously approved by the legislature. We will continue to see similar increases in the coming years.

Fiscal Year	2015-2016 Actual	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	18.130%	19.100%	
STRS Contribution	7,181,247	8,671,975	10,245,683	11,559,232	12,872,781	13,561,507	6,380,260

- The property and liability insurance coverage is budgeted at \$1,250,000, which remains flat from the prior year.

The General Expenses have the following budgeted amounts:

<u>EXPENSE</u>	<u>AMOUNT</u>	<u>CHANGE</u>
District Services Facilities and Maintenance	\$ 300,000	
Discrimination/Harassment Investigation Services	\$ 400,000	
District-wide IT Maintenance Agreements	\$ 720,516	(\$ 1,098)
District-wide Strategic Planning	\$ 110,000	
Faculty Job Fair	\$ 30,000	
Financial Audit	\$ 145,000	
Internal Audit	\$ 200,000	\$ 200,000
Labor Contract Negotiations	\$ 100,000	
Legal Advertising	\$ 30,000	
Legal Fees	\$ 500,000	
Offsite Technology Security	\$ 115,000	
Personnel Advertising	\$ 130,000	
Phone System Maintenance Agreement	\$ 200,000	
Property & Liability Insurance	\$ 1,250,000	
Recruitment for Retirement Incentive	\$ 330,000	\$ 330,000
Faculty Sabbatical Bond Payments	\$ 18,000	
Employee Safety Compliance Cost	\$ 60,000	\$ 10,000
Taxpayer Relief Act Compliance	\$ 42,000	
TOTAL GENERAL EXPENSE ACCOUNTS	<u>\$4,680,516</u>	<u>\$ 538,902</u>
District Services Facilities and Maintenance*	\$ <300,000>	
ADJUSTED GENERAL EXPENSE ACCOUNTS	<u>\$4,380,516</u>	<u>\$ 538,902</u>

*Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building

The FY 2017-2018 Tentative Budget includes inter-fund transfers as follows:

To:	From:				
	General Fund SC	General Fund DS	Basic Aid	Pension Stability	Total
General Fund IVC (a)				\$1,400,000	\$1,400,000
General Fund SC (b)				\$1,252,355	\$1,252,355
General Fund DS (c)				\$410,000	\$410,000
Capital Outlay (d)	\$250,000		\$49,821,257		\$50,071,257
Child Development (d)	\$350,000				\$350,000
Self-Insurance Fund (e)		\$350,000			\$350,000
Retiree Benefits Fund (e)			\$4,610,000		\$ 4,610,000
Pension Stability Fund (e)			\$12,600,000		\$12,600,000
Total Transfers	\$600,000	\$350,000	\$67,031,257	\$3,062,355	\$71,043,612

- (a) *Transfer from Pension Stability Trust to IVC*
- (b) *Transfer from Pension Stability Trust to SC*
- (c) *Transfer from Pension Stability Trust to DS*
- (d) *Transfer from SC to support child development center and capital outlay projects*
- (e) *Basic Aid funds allocated for retiree health benefits liability and pension liability based on BAARC recommendations for FY 2017-2018*

FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2017-2018 Tentative Budget includes a reserve for contingency of 7.5% of unrestricted operating funds, with a total amount of \$13,152,517. The State Chancellor's Office recommends a minimum district reserve of 5%.

BASIC AID STATUS

A “community supported” district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment for general operations. The portion of property taxes received above the state calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a basic aid district in the FY 1999-2000 and has received basic aid receipts as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
1999 - 2005	\$114,365,248
2005 - 2006	\$ 46,899,203
2006 - 2007	\$ 52,896,017
2007 - 2008	\$ 50,692,873
2008 - 2009	\$ 51,179,365
2009 - 2010	\$ 39,022,021
2010 - 2011	\$ 38,737,963
2011 - 2012	\$ 39,301,044
2012 - 2013	\$ 46,888,399
2013 - 2014	\$ 43,788,270
2014 - 2015	\$ 51,659,425
2015 - 2016	\$ 52,672,948
2016 - 2017	\$ 61,959,948

The District estimates that property tax receipts above state calculated allocation amount for FY 2017-2018 and future years to be as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
2017 - 2018	\$ 63,362,309
2018 - 2019	\$ 64,899,667
2019 - 2020	\$ 65,663,580
2020 - 2021	\$ 66,442,772

The receipt amount for FY 2016-2017 is still an estimate. The final property tax collections will be determined at the close of the fiscal year and this figure will be amended for the adopted budget.

The assumptions used to estimate basic aid funds for FY 2017-2018 are: SB361 funding COLA is estimated at 1.56%, growth is 0.0%, a base allocation increase of \$2.8 million, and enrollment fees at \$46 per unit. For the following years, SB361 COLA is estimated at 2% and growth is estimated at 0.0% for all years.

The Orange County Auditor Controller’s office is consulted regularly in order to conservatively project the District’s property tax revenue. The FY 2017-2018 estimates are based on that information and historical trends. For FY 2017-2018, property taxes are budgeted with a 4% increase over FY 2016-2017. For the following three years, secured taxes are estimated to increase 2% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant, with no increase.

During FY 2011-2012, BP 3110 Basic Aid Funds Allocation Process and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) is following this process for its recommendation for allocating the FY 2017-2018 basic aid funds. Additional allocations will be made for the ATEP operations at a future date. As this annual process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available are made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2017-2018 Tentative Budget.

ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

<u>FY 2017-2018 Resources</u>	<u>Amount</u>
Estimated Balance at July 1, 2017	\$ 18,279,996
Receipts FY 2017-2018	<u>\$ 63,362,309</u>
Estimated Property Taxes for Basic Aid	\$ 81,642,305
Contingency for Unrealized Tax Collections (20%)	(\$12,672,462)
Unallocated Funds	(\$ 823,059)
Total Allocated FY 2016-2017	<u>\$ 68,146,784</u>
<u>Budgeted Expenditures</u>	
FY 2017-2018 Long-Term Obligations and Fixed Expenses	\$ 17,360,000
Funding for Capital Projects	\$ 50,786,784
Total Approved and Budgeted Projects	<u>\$ 68,146,784</u>

The following projects were approved by the Board of Trustees:

<u>Basic Aid Projects</u>	<u>Project Amount</u>
Closed Projects	\$221,722,480
Prior Approved Open Project Balances	\$450,223,126
<u>New FY 2017-2018 Project Funding</u>	<u>Project Total</u>
<u>Long Term Obligations & Fixed Expenses</u>	
SOCCCD - Legislative Advocacy Services*	\$150,000
Retiree Benefits Expenses*	\$4,610,000
Pension Stability Trust*	\$12,600,000
<u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u>	
DW – ADA Transition Plan Projects	\$3,000,000
IVC - ATEP Building*	\$1,100,000
IVC - Fine Arts Building*	\$12,932,581
IVC - Health Center/Concessions*	\$402,000

IVC - New Parking Lot*	\$733,000
SC - Fine Arts HVAC Interior Improvements*	\$350,000
SC - Gateway Building*	\$16,832,003
SC – Walkway Lot 9 to Quad	\$500,000
<u>ATEP Development & Operations</u>	
ATEP Support (security, maintenance and operations support)**	\$0
<u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u>	
ATEP Site Development*	\$1,925,000
District-wide ADA Physical Access Transition Plan*	\$400,000
District-wide Mapping*	\$500,000
District-wide Technology Consultant for Capital Construction*	\$100,000
DSA Inspector, Engineer, and PM Services*	\$565,000
Educational Facilities Master Plan*	\$900,000
Legal Counsel for Facilities*	\$55,000
Pre-Planning and Investigations*	\$355,000
Sustainability/Energy Planning*	\$200,000
<u>IT Projects</u>	
Campus Desktop Refresh*	\$1,876,000
Classroom Technology and Audio Visual Refresh*	\$1,764,000
District-wide Network Security*	\$542,500
HR/Business Services Integrated Software*	\$1,955,300
MAP Enhancements	\$280,000
Server Configuration & Security	\$180,000
Service Desk Software	\$465,000
Student Information System Enhancements*	\$1,814,400
Student Success Roadmap	\$875,000
Waitlist Modification*	\$185,000
Total FY 2017-2018 Funded Projects	<u>\$68,146,784</u>
Cumulative Total - Basic Aid Projects	<u>\$740,092,390</u>

*Reflects an augmentation to an existing project

**Project is being evaluated and will be funded in the adopted budget

OTHER FUNDS

Community Education Fund (Fund #07 and Fund #09)

The Community Education funds are self-supporting with income derived from community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Both colleges are currently self-supporting.

Child Development Fund (Fund #12)

The Child Development funds are intended to be self-sufficient. The District operates a child development program at Saddleback College for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Saddleback College plans for \$350,000 of support from the unrestricted general fund (33% of funding). The child development program is also not charged for administration or operations, and it is currently not self-supporting. Irvine Valley College has chosen to discontinue operating its child development center and is currently exploring options to keep the center open.

Capital Outlay Projects Fund (Fund #40)

The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district funded projects.

Redevelopment Agency (RDA) funds continue to be received from eight cities within the district, although the state terminated the redevelopment agencies in 2011. Funds are received based on prior “pass-through” agreements as well as residual funds not needed to pay remaining agency obligations. These funds will be distributed following the DRAC model allocation with a 20% contingency.

CAPITAL OUTLAY PROJECTS – FUND 40

	FY 2017-2018
<u>Project Description</u>	Tentative
	Budget
Basic Aid Projects (including required college match)	\$229,534,893
<u>Other Project Funds</u>	
ATEP Property Development	\$1,016,806
State Prop 39 & Scheduled Maintenance Projects (including required college match)	\$385,062
SC - Future Parking Lot Projects	\$799,222
SC - Future Capital Outlay Projects	\$4,879,164
District - Future Capital Outlay Projects	\$33,647,479
Redevelopment Funds Reserved for Future Capital Projects (Lake Forest, Mission Viejo, Tustin, Orange County, Irvine, Santa Ana, San Clemente, San Juan Capistrano)	\$23,562,351
Total Fund 40	\$293,824,977

Facilities Corporation Capital Outlay Projects Fund (Fund #41)

The District established the Facilities Corporation Capital Outlay Projects Fund to account for the transactions related to the New Markets Tax Credit (NMTC) funding or other alternate sources of funding that is being explored to assist with the funding of the development of ATEP. There currently are no NMTC funding opportunities or other sources of funds, therefore, no budget is established for FY 2017-2018.

Self-Insurance Fund (Fund #68)

The self-insurance fund is used to account for the activities of the District's risk management department and the self-funded programs for property/liability and workers' compensation.

Retiree Benefit Fund (Fund #71)

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the OPEB Trust fund. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

An actuarial study is conducted at a minimum of every two years to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees, and 2) the total projected benefits accrual for employees' past service. The current study estimates the cost for the annual accrual for current employees to be \$4,610,000. The District's actuarial accrued liability for past service is estimated at \$102,669,780 and is currently sufficiently funded. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2017 with the completion of a required actuarial study.

Foundation Funds (Funds #73 through 76)

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors. The foundations are auxiliary organizations and are considered component units of the District. The foundation budgets are brought annually to the Board of Trustees for their approval at the September meeting.

Pension Stability Trust (PST) Fund (Fund #78)

The PST fund was established to pre-fund the anticipated costs associated with the increase in pension rates through FY 2020-2021. The funds will be transferred to the district each year based on actual increased expenditures for STRS and PERS.

Associated Student Government (ASG) Funds (Funds #95 and #96)

The ASG organizations are auxiliaries of the District. The budgets are brought to the Board of Trustees independently from the SOCCCD Tentative Budget for board approval.

BUDGET TABLES

The Tentative Budget for FY 2017-2018 for all District funds is summarized on the following pages.

Dr. Debra L. Fitzsimons, Interim Chancellor
Kim McCord, Acting Vice Chancellor, Business Services

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET - FISCAL YEAR 2017-2018

Revenues, Expenditures and Change in Fund Balance

		General Fund	Community Education	Child Development	Capital Outlay	Self- Insurance	Retiree Benefit	Retiree OPEB	Pension Stability Trust Fund	TOTAL ALL FUNDS
		(01)	(07) & (09 & 100)	(12)	(40)	(68)	(71)	(72)	(78)	
SOURCES OF FUNDS										
BEGINNING FUND BALANCE:	9712 \$	51,653,698 \$	883,935 \$	- \$	238,269,720 \$	2,122,203 \$	1,275,000 \$	107,500,000 \$	14,643,000 \$	416,347,556
REVENUES:										
SB361 Revenue	Various	\$ 155,041,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,041,692
Basic Aid		63,862,308	-	-	-	-	-	-	-	63,862,308
Federal Sources	8100-8199	2,422,723	-	-	-	-	-	-	-	2,422,723
Other State Sources	8600-8699	52,644,556	-	-	-	-	-	-	-	52,644,556
Other Local Sources	8800-8899	19,547,909	2,379,661	703,735	5,484,000	5,000	10,000	10,610,000	1,500,000	40,240,305
Total Revenue		293,519,188	2,379,661	703,735	5,484,000	5,000	10,000	10,610,000	1,500,000	314,211,584
BASIC AID INCOMING TRANSFERS	8980-8989	-	-	-	49,821,257		4,610,000	-	12,600,000	67,031,257
INCOMING TRANSFERS	8980-8989	4,802,440	-	350,000	250,000	350,000	-	-	-	5,752,440
TOTAL SOURCES OF FUNDS		\$ 349,975,326	\$ 3,263,596	\$ 1,053,735	\$ 293,824,977	\$ 2,477,203	\$ 5,895,000	\$ 118,110,000	\$ 28,743,000	\$ 803,342,837
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 86,278,916	\$ 219,910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,498,826
Other Staff Salaries	2000-2999	56,713,200	807,019	727,446	289,826	265,618	-	-	-	58,803,109
Employee Benefits	3000-3999	55,673,356	384,961	299,289	134,969	117,244	4,610,000	4,200,000	-	65,419,819
Supplies & Materials	4000-4999	7,718,999	109,084	22,000	1,000	7,000	-	-	-	7,858,083
Services & Other Operating	5000-5999	31,644,478	1,229,504	5,000	6,973,234	507,341	65,000	400,000	200,000	41,024,557
Capital Outlay	6000-6999	14,003,732	513,118	-	274,192,626	5,000	-	-	-	288,714,476
Payments to Students	7500-7699	1,373,265	-	-	-	-	-	-	-	1,373,265
Total Expenditures		253,405,946	3,263,596	1,053,735	281,591,655	902,203	4,675,000	4,600,000	200,000	549,692,135
OTHER FINANCING USES:										
Transfers Out	7300-7400	\$ 2,690,085	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,062,355	\$ 5,752,440
Basic Aid Transfers Out	7300-7400	67,031,257	-	-	-	-	-	-	-	67,031,257
Debt Service	7100-7199	-	-	-	-	-	-	-	-	-
Total Other Uses		69,721,342	-	-	-	-	-	-	3,062,355	72,783,697
TOTAL USES OF FUNDS		\$ 323,127,288	\$ 3,263,596	\$ 1,053,735	\$ 281,591,655	\$ 902,203	\$ 4,675,000	\$ 4,600,000	\$ 3,262,355	\$ 622,475,832
ENDING FUND BALANCE		\$ 26,848,038	\$ -	\$ -	\$ 12,233,322	\$ 1,575,000	\$ 1,220,000	\$ 113,510,000	\$ 25,480,645	\$ 180,867,005
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties/Fund Bal.	\$	13,352,517	\$ -	\$ -	12,233,322	1,575,000	1,220,000	113,510,000	25,480,645	167,371,484
Reserve, Unrealized Tax Collections (Basic Aid)		13,495,521	-	-	-	-	-	-	-	13,495,521

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET - FISCAL YEAR 2017-2018

Revenues, Expenditures and Change in Fund Balance

		General Fund			General Fund			General Fund		
		Saddleback College			Irvine Valley College			District Services		
		General Fund Unrestricted	General Fund Restricted	Total	General Fund Unrestricted	General Fund Restricted	Total	General Fund Unrestricted	General Fund Restricted	Total
SOURCES OF FUNDS										
BEGINNING FUND BALANCE:	9712	\$ 9,640,806	\$ 6,154,000	\$ 15,794,806	\$ 1,100,000	\$ 2,515,789	\$ 3,615,789	\$ 1,500,000	\$ -	\$ 1,500,000
REVENUES:										
SB361 Revenue	Various	\$ 85,794,310	\$ -	\$ 85,794,310	\$ 48,519,337	\$ -	\$ 48,519,337	\$ 15,900,341	\$ -	\$ 15,900,341
Basic Aid		-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	1,648,875	1,648,875	-	773,848	773,848	-	-	-
Other State Sources	8600-8699	6,227,746	31,997,950	38,225,696	3,362,254	10,503,917	13,866,171	-	65,392	65,392
Other Local Sources	8800-8899	4,339,373	3,901,956	8,241,329	8,336,867	2,969,713	11,306,580	-	-	-
Total Revenue		96,361,429	37,548,781	133,910,210	60,218,458	14,247,478	74,465,936	15,900,341	65,392	15,965,733
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	1,252,355	-	1,252,355	1,400,000	-	1,400,000	410,000	1,740,085	2,150,085
TOTAL SOURCES OF FUNDS		\$ 107,254,590	\$ 43,702,781	\$ 150,957,371	\$ 62,718,458	\$ 16,763,267	\$ 79,481,725	\$ 17,810,341	\$ 1,805,477	\$ 19,615,818
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 48,457,895	\$ 5,072,558	\$ 53,530,453	\$ 29,321,610	\$ 1,819,683	\$ 31,141,293	\$ 1,192,909	\$ -	\$ 1,192,909
Other Staff Salaries	2000-2999	21,302,995	7,702,132	29,005,127	12,845,246	4,835,367	17,680,613	9,567,920	-	9,567,920
Employee Benefits	3000-3999	26,720,792	4,543,455	31,264,247	16,305,255	2,493,630	18,798,885	5,332,241	-	5,332,241
Supplies & Materials	4000-4999	1,246,240	4,215,069	5,461,309	758,159	1,369,786	2,127,945	100,745	-	100,745
Services & Other Operating	5000-5999	7,803,530	11,805,490	19,609,020	3,288,188	2,510,529	5,798,717	1,111,016	65,392	1,176,408
Capital Outlay	6000-6999	1,373,138	9,143,795	10,516,933	-	3,331,289	3,331,289	155,510	-	155,510
Payments to Students	7500-7699	-	970,282	970,282	-	402,983	402,983	-	-	-
Total Expenditures		106,904,590	43,452,781	150,357,371	62,518,458	16,763,267	79,281,725	17,460,341	65,392	17,525,733
OTHER FINANCING USES:										
Transfers Out	7300-7400	\$ 350,000	\$ 250,000	\$ 600,000	\$ -	\$ -	\$ -	\$ 350,000	\$ 1,740,085	\$ 2,090,085
Basic Aid Transfers Out	7300-7400	-	-	-	-	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-	-	-	-	-
Total Other Sources (Uses)		350,000	250,000	600,000	-	-	-	350,000	1,740,085	2,090,085
TOTAL USES OF FUNDS		\$ 107,254,590	\$ 43,702,781	\$ 150,957,371	\$ 62,518,458	\$ 16,763,267	\$ 79,281,725	\$ 17,810,341	\$ 1,805,477	\$ 19,615,818
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties/Fund Bal.		\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET - FISCAL YEAR 2017-2018

Revenues, Expenditures and Change in Fund Balance

			Basic Aid			OTHER*	Total General Fund		
			General Fund	General Fund	Total	General Fund	General Fund	General Fund	Total
			Unrestricted	Restricted		Unrestricted	Unrestricted	Restricted	
SOURCES OF FUNDS									
BEGINNING FUND BALANCE:		9712 \$	18,037,774 \$		\$ 18,037,774	\$ 12,705,329	\$ 42,983,909	\$ 8,669,789	\$ 51,653,698
REVENUES:									
SB361 Revenue	Various	\$	- \$	- \$	- \$	4,827,704	155,041,692	- \$	155,041,692
Basic Aid			63,862,308	-	63,862,308	-	63,862,308	-	63,862,308
Federal Sources	8100-8199		-	-	-	-	-	2,422,723	2,422,723
Other State Sources	8600-8699		-	-	-	487,297	10,077,297	42,567,259	52,644,556
Other Local Sources	8800-8899		-		-	-	12,676,240	6,871,669	19,547,909
Total Revenue			63,862,308	-	63,862,308	5,315,001	241,657,537	51,861,651	293,519,188
RESTRICTED BASIC AID		8980-8989	-	-	-	-	-	-	-
INCOMING TRANSFERS		8980-8989	-	-	-	-	3,062,355	1,740,085	4,802,440
TOTAL SOURCES OF FUNDS		\$	81,900,082	\$ -	\$ 81,900,082	\$ 18,020,330	\$ 287,703,801	\$ 62,271,525	\$ 349,975,326
USES OF FUNDS									
EXPENDITURES:									
Academic Salaries	1000-1999	\$	- \$	- \$	- \$	414,261	79,386,675	6,892,241	86,278,916
Other Staff Salaries	2000-2999		-	-	-	459,540	44,175,701	12,537,499	56,713,200
Employee Benefits	3000-3999		-	-	-	277,983	48,636,271	7,037,085	55,673,356
Supplies & Materials	4000-4999		-		-	29,000	2,134,144	5,584,855	7,718,999
Services & Other Operating	5000-5999		1,373,304		1,373,304	3,687,029	17,263,067	14,381,411	31,644,478
Capital Outlay	6000-6999		-	-	-		1,528,648	12,475,084	14,003,732
Payments to Students	7500-7699		-	-	-	-	-	1,373,265	1,373,265
Total Expenditures			1,373,304	-	1,373,304	4,867,813	193,124,506	60,281,440	253,405,946
OTHER FINANCING USES:									
Transfers Out	7300-7400	\$	- \$	- \$	- \$	- \$	700,000	1,990,085	2,690,085
Basic Aid Transfers Out	7300-7400		67,031,257		67,031,257	-	67,031,257	-	67,031,257
Debt Service	7100-7199		-	-	-	-	-	-	-
Total Other Sources (Uses)			67,031,257	-	67,031,257	-	67,731,257	1,990,085	69,721,342
TOTAL USES OF FUNDS		\$	68,404,561	\$ -	\$ 68,404,561	\$ 4,867,813	\$ 260,855,763	\$ 62,271,525	\$ 323,127,288
ENDING FUND BALANCE		\$	13,495,521	\$ -	\$ 13,495,521	\$ 13,152,517	\$ 26,848,038	\$ -	\$ 26,848,038
COMPONENTS OF ENDING BALANCE									
Reserve, Economic Uncertainties/Fund Bal.		\$	- \$	- \$	- \$	13,152,517	13,352,517	- \$	13,352,517
Reserve, Unrealized Tax Collections (Basic Aid)			13,495,521	-	13,495,521	-	13,495,521	-	13,495,521

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2017-2018
 Revenues, Expenditures and Change in Fund Balance

	Community Education Fund			Child Development Fund		
	Saddleback College (09 & 100)	Irvine Valley College (07)	Total	Saddleback College (12)	Irvine Valley College (12)	Total
<u>SOURCES OF FUNDS</u>						
BEGINNING FUND BALANCE:	9712 \$	710,798 \$	173,137 \$	883,935 \$	- \$	- \$
REVENUES:						
SB361 Revenue	Various \$	- \$	- \$	- \$	- \$	- \$
Basic Aid	-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	-	-
Other State Sources	8600-8699	-	-	-	-	-
Other Local Sources	8800-8899	1,931,000	448,661	2,379,661	703,735	703,735
Total Revenue		1,931,000	448,661	2,379,661	703,735	703,735
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	-	-	350,000	-	350,000
TOTAL SOURCES OF FUNDS	\$	2,641,798 \$	621,798 \$	3,263,596 \$	1,053,735 \$	- \$
<u>USES OF FUNDS</u>						
EXPENDITURES:						
Academic Salaries	1000-1999 \$	200,980 \$	18,930 \$	219,910 \$	- \$	- \$
Other Staff Salaries	2000-2999	680,561	126,458	807,019	727,446	727,446
Employee Benefits	3000-3999	299,905	85,056	384,961	299,289	299,289
Supplies & Materials	4000-4999	105,352	3,732	109,084	22,000	22,000
Services & Other Operating	5000-5999	1,025,000	204,504	1,229,504	5,000	5,000
Capital Outlay	6000-6999	330,000	183,118	513,118	-	-
Payments to Students	7500-7699	-	-	-	-	-
Total Expenditures		2,641,798	621,798	3,263,596	1,053,735	1,053,735
OTHER FINANCING USES:						
Transfers Out	7300-7400 \$	- \$	- \$	- \$	- \$	- \$
Basic Aid Transfers Out	7300-7400	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-
Total Other Sources (Uses)		-	-	-	-	-
TOTAL USES OF FUNDS	\$	2,641,798 \$	621,798 \$	3,263,596 \$	1,053,735 \$	- \$
ENDING FUND BALANCE	\$	- \$	- \$	- \$	- \$	- \$

APPENDIX A

The following Funds are used at South Orange County Community College District:

FUND NUMBER	DESCRIPTION	DEFINITION
01	General Fund	Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds.
07	Community Education Fund – Irvine Valley College	Irvine Valley College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
09	Community Education Fund – Saddleback College	Saddleback College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
12	Child Development Fund	The District operates child development programs at both colleges for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations. It is intended to be self-supporting.
40	Capital Outlay Fund	The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, American with Disabilities Act, and District funded projects.
41	Facilities Corporation Capital Outlay Projects Fund	The District established the Facilities Corporation capital outlay projects fund to account for the transactions related to funding for the development of ATEP, when it is needed.
68	Self-Insurance Fund	The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and workers' compensation programs.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
71	Retiree Benefits Fund	The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.
72	Retiree (OPEB) Trust	This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement.
73	Saddleback College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
74	Irvine Valley College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
75	District Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation supplements any needs the District may have.
76	ATEP Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. This account may supplement needs the District may have related to ATEP.
78	Pension Stability Trust	This fund is used to account for the activities of the District funds set aside to pre-fund the STRS and PERS rate increases for unrestricted general fund employees.
84	Student Financial Aid Fund	This fund is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
95	Associated Student Government - Saddleback College	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
96	Associated Student Government - IVC	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
99	Fixed Assets	This fund is used to record the fixed asset acquisition, disposal, and depreciation transactions for our annual financial report.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- **Capital Construction** refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of “facilities systems.”
- **DRAC** is the SOCCCD’s District Resource Allocation Council, which is a district-wide participatory governance council, approved by the Board of Trustees and charged with recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for Unrestricted General Funds and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education and Facilities Master Plan (EFMP)** is a year-long endeavor updated every five years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-2031 is in a 5-volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long-Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.
- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- **Scheduled Maintenance** The state refers to scheduled maintenance as state funds that are provided for major repairs of buildings and equipment and have required a local match. For several years, state scheduled maintenance funds had not been allocated to community colleges. Beginning in FY 2013-2014, the State re-introduced the State Scheduled Maintenance program. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Match** are match funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving a match of dollars from the state. These matching funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both colleges and the SOCCCD District-wide Strategic Plan.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility, Renovation, & Scheduled Maintenance Plan** will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.

SOCCCCD FY 2017-2018 TENTATIVE BUDGET

BOARD OF TRUSTEES MEETING
JUNE 26, 2017





Tentative Budget FY 2017-2018



Tentative Budget is the “**draft**” budget used to start out the fiscal year which begins on July 1st; based on best and most conservative assumptions at that point in time

Our fiscal year ends on June 30, 2017, after which we have final and actual revenue and expenses for the year confirmed

Adopted Budget is the year’s Final Budget; annually adopted by the Board in August; based on Final State Budget information and actual amounts from the previous year; assumptions are more concrete



Board Philosophy on Budget

- Ensure wise and prudent use of public resources
- Promote financial strength and stability
- Maximize educational opportunities for students





Budget Development Guidelines

1. Reserve for Economic Uncertainties
2. Future Long Term Debt Issues
3. Retirement Incentives
4. Area/College Allocations
5. Deficit Financing
6. GASB 45/OPEB Trust (retiree medical benefit liability)
7. Basic Aid
8. One time Cost Savings
9. Full Time Equivalent Student Targets
10. Funding for Growth





FY 2017-2018 Tentative Budget

Overview

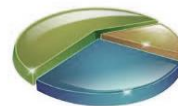
General Fund (GF) \$ 350.0 Million, including:

 Unrestricted GF \$ 287.7 Million

 Restricted GF 62.3 Million

Other Funds* \$ 453.3 Million

Total All Funds \$ 803.3 Million



**Other Funds Include: Community Education, Child Development, Capital Outlay (Including Basic Aid Projects), Self-Insurance, Retiree Benefit, OPEB Trust, & Pension Stability Trust Funds*



FY 2017-2018 Tentative Budget Assumptions

➤ TB is based on Governor's May Revise

➤ SB361 Revenue Allocation

ONGOING BASE BUDGET

- SB361 COLA = **1.56%**
- Growth Funding = 0.0%
- Base Increase = **1.98%**

➤ Property Tax revenue increase of 4%

➤ Enrollment Fees remain at **\$46/unit**



FY 2017-2018 Tentative Budget

Assumptions (continued)

- Salary Increases – includes negotiated increases (3% for faculty, classified staff, POA, administrators and managers) and step and column increases
- PERS approved rate of 15.531%
- STRS approved rate of 14.430%

NOTE: Significant Increases in Retirement Contributions will be occurring over next several years

- Health & Welfare Benefits – 6% estimated increase
- Unemployment Insurance remains flat at 0.05%
- Worker's Compensation decreased to 1.7 %



FY 2017-2018 Tentative Budget

Assumptions (continued)

- \$7.5% Reserve for Economic Uncertainties = \$13.4 M
- Property & Liability insurance remains at \$1.25M
- State Categorical Funding - budgeted at 95% of last year's Adopted Budget
- Education Protection Act Revenue is estimated at \$2.7M, a slight decrease from FY 2016-2017
- EPA Expenses are budgeted for part-time faculty salaries and benefits



Available “Basic Aid” Funds

<u>FY 2017-2018 RESOURCES</u>	<u>AMOUNT</u>
Balance at July 1, 2017*	\$18,279,996
Receipts FY 2017-2018	<u>\$63,362,309</u>
Estimated Property Taxes for Basic Aid	\$81,642,305
Unallocated Funds**	(\$823,059)
Contingency (20%)	<u>(\$12,672,462)</u>
Total Allocated Funds FY 2017-2018	\$68,146,784

**Estimated (exact amounts will not be available until the end of the fiscal year).*

***Unallocated Basic aid funds may be allocated at a future time.*



Basic Aid Expenses Included in Tentative Budget

- Funding for **BAARC** Allocation = \$68 million
- **To fund the categories of:** Capital construction, IT projects, long-term debt, and legislative advocacy (*as detailed in the Basic Aid Recommendations to the Board of Trustees earlier in the agenda*)
- The **OPEB Trust** has budgeted the normal current year expense (\$4.6M) and the **Pension Stability Trust** has budgeted the third and final installment (\$12.6M)





Budget Trends

- As with the prior year, the tentative budgets conflict with the Board's Budget Guidelines by using one-time finds for on-going expenses.
- District-wide **personnel costs** make up an average of 88.8% of total budget (excluding reserves and basic aid funds), which is an increase from 88.2% last year. This trend is moving in the wrong direction.
- Additional State COLA and Growth have not been adequate to support the increased personnel costs over the past several years





Budget Trends (continued)

Some personnel related expense categories are showing **upward trends in costs**:

- Health and Welfare Costs
- STRS and PERS
- Salaries
 - Negotiated increases
 - Revised part-time faculty salary schedules
 - Step and column movement
 - Increases in the number of positions
 - Reclassifications
 - Stipends and other additional payments

Faculty, Classified, Administrators, and Managers:

- 6% increase for FY 2015-2106
- 3% increase for FY 2016-2017
- 3% increase for FY 2017-2018



PERS/STRS Rate & Cost Increases

Fiscal Year	2015-2016 Actual	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016	Cumulative Increase
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	18.130%	19.100%		
STRS Contribution	7,181,247	8,671,975	10,245,683	11,559,232	12,872,781	13,561,507	6,380,260	21,004,944
Annual Increase		1,490,728	1,573,708	1,313,549	1,313,549	688,726		
PERS Annual Rate	11.847%	13.888%	15.531%	18.100%	20.800%	23.800%		
PERS Contribution	5,424,269	6,549,524	7,544,087	8,791,963	10,103,471	11,560,703	6,136,434	17,428,404
Annual Increase		1,125,255	994,563	1,247,876	1,311,508	1,457,231		
Combined Annual Increase		2,615,983	2,568,271	2,561,425	2,625,057	2,145,957	12,516,694	38,433,348

Notes: FY 2015-2016 through FY 2017-2018 include negotiated salary increases

FY 2018-2019 through FY 2020-2021 estimates do not assume any changes in salaries



Budget Impacts of Scheduling Decisions

- Negative budget impacts related to scheduling can happen in different ways
 - Adding a significant number of sections has an added cost. Without a related increase in FTES, there is no new revenue to cover the section costs.
 - Continuing the number of sections while FTES is in decline maintains the same costs. Revenues will decrease which can't sustain the section costs.
- This topic will be explored in more depth during the Board budget workshop before approving the Adopted Budget.





Next Steps

- Final State Budget information will be included in the FY 2017-2018 Adopted Budget.
- A separate Board budget workshop will be held before the adopted budget is approved.
- Budget strategy meetings have been taking place both at the colleges and on a district-wide basis.
- Budget reduction strategies will need to include reductions in personnel costs.





Next Steps

Strategies Utilized in Budget Planning

- Review realistic budget projections
- Utilize a comprehensive multi-year approach to budget development and fiscal planning
- Engage in open dialogues with key stakeholders
- Distinguish between ongoing and one-time revenues and align expenses accordingly
- Preserve one-time funds in the ending balance to create a buffer for future years
- Implement efficiencies to improve services and lower costs
- Evaluate/assess all positions as they become vacant
- Expand resource development for supplemental revenue





Next Steps (continued)

- Ongoing budget challenges:
 - Revenue increases not keeping pace with on-going cost increases.
 - One time revenue being used for on-going expenses, contrary to the board's budget guidelines and conservative budget practices.
- The above will be addressed as budget strategies for Adopted Budget and long term forecasting.
- More internal scrutiny by managers on all operational expenses will be required
- Not business as usual





TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: 2018-2019 Academic Calendar

ACTION: Approval

BACKGROUND

Annually the South Orange County Community College District Academic Calendar Committee convenes to review the development of the academic calendar. During the 2016-2017 academic year, representatives from the governance groups studied calendar options for 2018-2019.

On March 9, 2017, the District-wide Academic Calendar Committee met and voted to approve the proposed calendar, which is presented as Exhibit A. On May 24, 2017, the Board of Trustees accepted for review and study the proposed 2018-2019 Academic Calendar.

STATUS

The proposed 2018-2019 Academic Calendar meets Education Code requirements, accounts for holidays mandated by the California Community College Chancellor's Office (Exhibit B), and includes classified staff holidays in compliance with Article 10 of the California School Employees Association (CSEA) contract and Article 9 of the Police Officers Association (POA) Master Agreement.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed Academic Calendar for 2018-2019 (Exhibit A).



ACADEMIC CALENDAR 2018-2019

Exhibit A
Page 1 of 2

SADDLEBACK COLLEGE ■ IRVINE VALLEY COLLEGE ■ ATEP

FALL SEMESTER 2018

AUGUST 2018

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SPRING SEMESTER 2019

JANUARY 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 ⁺	25

SUMMER SESSION 2019

MAY

S	M	T	W	T	F	S
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17

LEGEND

Classes Not in Session	Instructional Days
Staff Development	Final Examinations
Sunday Classes Meet	Faculty Contractual Days; Classes Not in Session
Saturday Classes Meet	Start of 8-Week Session
Holidays for Classified and 12-Month Employees	May 24 all commencements

Note: Each college may develop a special final exam schedule.



ACADEMIC CALENDAR 2018-2019

Exhibit A

Page 2 of 2

SADDLEBACK COLLEGE ■ IRVINE VALLEY COLLEGE ■ ATEP

FALL SEMESTER 2018

August 13-17 (Monday-Friday)	Staff Development Days
August 20 (Monday)	Instruction Begins
August 20-October 16 (Monday-Tuesday)	8-Week Session
September 3 (Monday)	Labor Day — Holiday
October 18-December 19 (Thursday-Wednesday)	8-Week Session
November 12 (Monday)	Veterans Day — Holiday
November 22-23 (Thursday/Friday)	Thanksgiving — Holiday
December 12 (Wednesday)	Faculty Contractual Day (Classes Not in Session)
December 13-19 (Thursday-Wednesday)	Final Examinations
December 20-January 13 (Thursday-Monday)	Classes Not in Session
December 24-January 2 (Monday-Tuesday)	District/Colleges Closed — Holiday

SPRING SEMESTER 2019

January 1 (Tuesday)	New Year's Day — Holiday
January 8-11 (Tuesday-Friday)	Staff Development Days
January 14 (Monday)	Instruction Begins
January 14-March 16 (Monday-Saturday)	8-Week Session
January 21 (Monday)	Martin Luther King, Jr. — Holiday
February 15 (Friday)	President Lincoln's Day — Holiday
February 18 (Monday)	Presidents' Day — Holiday
March 17-23 (Sunday-Saturday)	Spring Break/Classes Not in Session
March 22 (Friday)	Friday of Spring Break — Holiday
March 25-May 22 (Monday-Wednesday)	8-Week Session
March 29 (Friday)	Cesar Chavez Day — Holiday
May 15 (Wednesday)	Faculty Contractual Day (Classes Not in Session)
May 16-22 (Thursday-Wednesday)	Final Examinations
May 23 (Thursday)	Classes Not in Session
May 24 (Friday)	Faculty Contractual Day (Classes Not in Session)
May 24 (Friday)	College Commencements

SUMMER SESSION 2019

May 27 (Monday)	Memorial Day — Holiday
May 28-August 11 (Tuesday-Sunday)	Summer Session
July 4 (Thursday)	Fourth of July — Holiday

2018-2019 SUMMARY

	Fall	Spring	Total
Instructional Days			
Monday	16	16	32
Tuesday	18	18	36
Wednesday	17	17	34
Thursday	16	17	33
Friday	16	15	31
SUBTOTAL	83	83	166
Staff Development	5	4	9
Staff Contractual Days	1	2	3
TOTAL	89	89	178

Summer 2019: Start dates and session lengths may vary. See college online schedules for more information.

Vision: To be an educational leader in a changing world.

Mission: We provide a dynamic and innovative learning environment to diverse learners of all ages, background and abilities. We promote access, success and equity to meet each student's goals of skills development, certificate, associate degree, transfer or personal enrichment. We contribute to the economic vitality of the region.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



November 22, 2016

TO: District Superintendent/President

FROM: *ER* Elias Regalado, Director
Fiscal Standards and Accountability

SUBJECT: Mandated Holidays for Fiscal Years 2016-17, 2017-18, 2018-19 and 2019-20

Synopsis: A list of the official academic holidays, as specified by Education Code section 79020, is provided for convenience in establishing your future academic calendars. Included are the mandated holiday dates for fiscal years 2016-17, 2017-18, 2018-19 and 2019-20 based on the current statute (ECS 79020).

Fiscal Year 2016-17

July 4, 2016	(Monday)	Independence Day
September 5, 2016	(Monday)	Labor Day
November 11, 2016	(Friday)	Veterans Day
November 24, 2016	(Thursday)	Thanksgiving Day
December 26, 2016	(Monday)	Christmas (Observance)
January 2, 2017	(Monday)	New Year's Day (Observance)
January 16, 2017	(Monday)	Dr. Martin Luther King, Jr. Day
February 10, 13, 14, or 17 2017	(Friday, Monday, Tuesday, Friday)	Lincoln Day
February 20, 2017	(Monday)	Washington Day
May 29, 2017	(Monday)	Memorial Day

A college MAY close on March 31, known as "Cesar Chavez Day," and the fourth Friday in September, known as "Native American Day," if the governing board of the district agrees to close the college for that purpose. When "Cesar Chavez Day" falls on a Saturday, the agreed upon college closure day shall occur on the preceding Friday. When "Cesar Chavez Day" falls on a Sunday, the agreed upon college closure day shall occur on the following Monday. If "Cesar Chavez Day" happens to fall on a weekday, then there is no flexibility to move the corresponding holiday observance. The district shall continue to maintain the minimum required 175 days of instruction.

If the district does not close for "Cesar Chavez Day" or "Native American Day," appropriate observances should be held in commemoration.

(Continued)

Fiscal Year 2017-18

July 4, 2017	(Tuesday)	Independence Day
September 4, 2017	(Monday)	Labor Day
November 10, 2017	(Friday)	Veterans Day (Observance)
November 23, 2017	(Thursday)	Thanksgiving Day
December 25, 2017	(Monday)	Christmas
January 1, 2018	(Monday)	New Year's Day
January 15, 2018	(Monday)	Dr. Martin Luther King, Jr. Day
February 9, 12, 13, 16, 2018	(Friday, Monday, Tuesday, Friday)	Lincoln Day
February 19, 2018	(Monday)	Washington Day
May 28, 2018	(Monday)	Memorial Day

Fiscal Year 2018-19

July 4, 2018	(Wednesday)	Independence Day
September 3, 2018	(Monday)	Labor Day
November 12, 2018	(Monday)	Veterans Day (Observance)
November 22, 2018	(Thursday)	Thanksgiving Day
December 25, 2018	(Tuesday)	Christmas
January 1, 2019	(Tuesday)	New Year's Day
January 21, 2019	(Monday)	Dr. Martin Luther King, Jr. Day
February 8, 11, 12, 15, 2019	(Friday, Monday, Tuesday, Friday)	Lincoln Day
February 18, 2019	(Monday)	Washington Day
May 27, 2019	(Monday)	Memorial Day

Fiscal Year 2019-20

July 4, 2019	(Thursday)	Independence Day
September 2, 2019	(Monday)	Labor Day
November 11, 2019	(Monday)	Veterans Day
November 28, 2019	(Thursday)	Thanksgiving Day
December 25, 2019	(Wednesday)	Christmas
January 1, 2020	(Wednesday)	New Year's Day
January 20, 2020	(Monday)	Dr. Martin Luther King, Jr. Day
February 7, 10, 12, 14, 2020	(Friday, Monday, Wednesday, Friday)	Lincoln Day
February 17, 2020	(Monday)	Washington Day
May 25, 2020	(Monday)	Memorial Day

Action/Date Requested: Information**Contact:** For holiday or academic calendar configuration questions, call Elias Regalado, Fiscal Standards and Accountability, at (916) 445-1165 or e-mail at eregalad@cccco.edu.

cc: Chief Business Officer
 Chief Instructional Officer
 Dean of Admissions and Records, Registrar
 Chief Information System Officer
 Mario Rodriguez
 Frances Parmelee

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Programming Collaboration Agreement between California State University, Northridge (KCSN) and SOCCCD (KSBR)

ACTION: Approval

BACKGROUND

On October 26, 2015, the Board of Trustees authorized staff to finalize a Letter of Intent between SOCCCD on behalf of radio station KSBR and California State University, Northridge on behalf of radio station KCSN and to move into the next stages of negotiations to merge the two radio stations' frequency range of 88.5 MHz into a combined signal with a joint station operating agreement. The collaboration benefits would be a unified 24/7 programming format with the potential for increased student opportunities, co-branding of messaging and identity, and equal partnership in creating full broadcasting coverage in the #2 U.S. media market of Los Angeles / Orange County.

STATUS

Starting in February 2017, Public Media Company was hired to provide a market study for the radio signal merger and to develop a business plan model following a Request for Proposal (RFP) conducted by CSUN and SOCCCD. Saddleback College, working with District staff and legal counsel, under the guidance of Public Media Company have been actively engaged in discussions with California State University, Northridge (CSUN) on the terms for a mutually beneficial collaborative business plan for both radio stations.

The Programming Collaboration Agreement (EXHIBIT A), using the demographically supported Adult Album Alternative (Triple-A) music format, will provide more listener coverage in the greater Los Angeles / Orange County area resulting in greater market potential for donors, underwriting and fundraising events. A brief presentation to the board this evening will present the major deal points and benefits of this agreement (EXHIBIT B). The initial term will be for twenty (20) years, starting July 1, 2017 with an anticipated public launch of the 88.5 FM joint program signal in September 2017.

Staff recommends the Board of Trustees approve the Programming Collaboration Agreement and authorize staff to negotiate the final terms of the agreement and execute the agreement.

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

Kim McCord, Acting Vice Chancellor, Business Services

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Programming Collaboration Agreement between SOCCCD (KSBR) and California State University, Northridge (KCSN) for the term starting July 1, 2017 through June 30, 2037 and authorize the Chancellor to negotiate and execute the agreement and make necessary changes to consummate the transactions contemplated by the agreements.

Item Submitted By: *Dr. Tod. A. Burnett, President*
Kim McCord, Acting Vice Chancellor, Business Services



PROGRAMMING COLLABORATION AGREEMENT

This PROGRAMMING COLLABORATION AGREEMENT ("Agreement") is made by and between California State University, Northridge ("CSUN") and South Orange County Community College District ("SOCCCD") as of the date on the signature pages below.

RECITALS:

WHEREAS, CSUN is the Federal Communications Commission ("FCC") licensee of noncommercial educational radio Station KCSN, Channel 203, 88.5 MHz, Northridge, California (FIN 62949) ("Station KCSN"); and

WHEREAS, SOCCCD is the Federal Communications Commission ("FCC") licensee of noncommercial educational radio Station KSBR, Channel 203, 88.5 MHz, Mission Viejo, California (FIN 58529) ("Station KSBR"); and

WHEREAS, Station KSBR and Station KCSN (collectively, the "Stations" and each a "Station") serve contiguous geographic areas on the same FM frequency; and

WHEREAS, SOCCCD and CSUN (collectively, the "Parties") are each agencies of the State of California, authorized to contract with each other under the California Joint Exercise of Powers Act, Government Code Sections 6500 et seq., and dedicated to the education of students and service to the public through noncommercial educational broadcasting; and

WHEREAS, the Parties wish to collaborate on programming and related undertakings for their respective Stations in ways that benefit the listening public, the State of California, and their respective educational institutions and student bodies.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and other good consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE - COLLABORATIVE PROGRAMMING FOR THE STATIONS.** Subject to the ultimate supervision and control of each Party as FCC licensee of its Station, starting on the Commencement Date, the Parties will collaborate on the creation of a format of noncommercial programming for broadcast on both of the Stations ("Collaborative Programming"), in accordance with the terms of this Agreement and applicable FCC rules and policies.

(a) Collaborative Programming.

(i) The Collaborative Programming will be a Triple-A (Adult Album Alternative) music format, based on the Music Discovery format currently broadcast on Station KCSN, or such other format as the parties mutually agree to in the future by written amendment to this Agreement. The Collaborative Programming will contain programming that addresses the needs and interests of the service areas of both Stations and may contain programs produced at either Station. The General Managers of each of the Stations (the "Managers") will allocate managerial responsibilities for the Collaborative Programming between them. The responsibilities of the Managers shall be carried out in accordance with the written policies exchanged between the Parties pursuant to Section 9(b) hereof, as updated from time to time, and is subject to the ultimate authority and obligation of each Party as a licensee to retain ultimate control over the programming and finances of its respective Station.

(ii) The Collaborative Programming will conform to the policies of the respective Stations and will be consistent in quality with the noncommercial programming currently broadcast by those Stations.

(iii) The Collaborative Programming will comply with FCC programming requirements, including but not limited to requirements regarding issue responsive programming, underwriting and sponsorship identification, EAS, political broadcasts, and obscenity and indecency. The Collaborative Programming shall not, to the best of the Parties' information, knowledge and belief, include any libelous or defamatory material, unlawfully invade the privacy of any individual, or violate the intellectual property rights of any individual or entity.

(iv) The Collaborative Programming will be simulcast by the Stations.

(v) All operating costs and expenses related to producing and/or acquiring the Collaborative Programming and delivering it to the Stations shall be shared by the Parties (the "Shared Costs").

(b) Station Costs.

(i) Individual Station Costs. During the term of this Agreement, the costs of each Station shall be borne by the respective licensees, except for the Shared Costs.

(ii) Shared Costs. The anticipated Shared Costs are set forth in the First Year Budget (FY18) to which the Parties have agreed and which is attached as Schedule 1(a). By no later than May 31st of each annual period within the Term, the Managers will develop a proposed budget of Shared Costs for the following year ("Annual Budget") which shall be approved by the Parties pursuant to a written amendment to this Agreement and incorporated into this Agreement as Schedule 1(a).

2. COMMENCEMENT DATE AND TERM OF AGREEMENT.

(a) Commencement Date. The Parties' rights and obligations under this Agreement shall commence on July 1, 2017, (the "Commencement Date"). The Parties shall coordinate on a joint public announcement of this Agreement and the Commencement Date.

(b) Term. This Agreement is an intergovernmental contract entered into pursuant to the California Joint Exercise of Powers Act, and shall become effective upon its execution by the Parties. Unless otherwise terminated in accordance with the terms of Section 3 below, this Agreement shall be for twenty (20) years, beginning on the Commencement Date and ending on June 30, 2037 (the "Initial Term"). At the end of the Initial Term, the Agreement may be renewed for successive terms of five (5) years, or other mutually agreeable term, upon the mutual agreement of both Parties.

3. TERMINATION.

(a) Either Party may terminate this Agreement:

(i) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days of receipt of written notice; *provided, however,* that at the end of such thirty-day period, if the breaching Party is acting in a commercially reasonable manner to cure such breach, through the dispute resolution procedures set forth in Section 11, then such period shall be extended for a period of up to ninety (90) days as long as the breaching Party complies with required dispute resolution procedures; *and provided further,* that nothing in this Agreement shall require either party to broadcast any programming which it, in good faith, concludes would violate FCC rules or regulations; the Communications Act of 1934, as amended; or other applicable laws or regulations; or

(ii) for convenience, upon twelve (12) months' written notice to the other Party. In the event SOCCCD terminates for convenience, SOCCCD shall pay an early termination fee to CSUN equal to fifty percent (50%) of the line of credit (LOC) fund used and not yet repaid from Shared Resources up to the effective date of the termination and fifty percent (50%) of the prior year's revenue or \$1,000,000, whichever is lessor. In the event CSUN terminates for convenience, CSUN shall be solely liable for the repayment of the LOC Fund used and not yet repaid from Shared Resources up to the effective date of the termination.

(b) Either Party may terminate this Agreement upon giving notice to the other if it determines in good faith that the Agreement, after giving effect to Section 14, does not comply with any FCC requirement, *provided however,* that following any such giving of notice, both Parties shall meet in good faith in an attempt to reform this Agreement pursuant to the procedures set out in Section 11 hereof.

(c) Each Party shall be relieved of all obligations under this Agreement on and after the effective date of termination, except for the obligations to pay certain Shared Costs and expense reimbursements set forth in Schedule 1(a); to satisfy unsatisfied obligations incurred prior to the effective date of the termination; to provide a final accounting pursuant to Section 7

hereof; and to cooperate reasonably to wind up the performance of each Parties' obligations and rights under this Agreement in an orderly fashion; *provided that*, if the Agreement is terminated for convenience, the wind up shall occur during the twelve month notice period. Upon termination of this Agreement, each Party shall assume complete responsibility for programming its Station. Any funds remaining after all costs and expenses are paid shall be returned to each Party in equal amounts.

4. OTHER COLLABORATIVE UNDERTAKINGS.

(a) Collaborative Fundraising. The Parties will each conduct fundraising activities to support the Collaborative Programming. Fundraising activities may include, but are not limited to, membership drives, corporate underwriting fundraising events, concerts and major donor campaigns to reimburse the Shared Costs set forth in Schedule 1(a) hereto. The Parties will conduct all fundraising so as to comply with rules and policies of the FCC applicable to noncommercial educational radio stations, including Section 73.503(d) of the FCC rules, and with IRS requirements for documenting charitable contributions. Except as otherwise agreed by the Parties or to the extent that an equal sharing would violate the intent of a donor, the Parties will share the costs and revenues of such fundraising equally after reimbursement of an agreed upon allocation of expenses ("Collaborative Fundraising", and collectively with the Collaborative Programming, the "Collaborative Undertakings"). Responsibility for conducting Collaborative Fundraising shall be delegated to the Managers of the respective Stations. The Managers shall meet periodically to establish guidelines for implementation. The Fiscal Agent shall create a separate account for all revenues received as a result of Collaborative Fundraising entitled "Collaborative Fundraising Fund" and shall provide an accounting of the sources and uses of funds to the Parties at least sixty (60) days prior to the end of the then current annual period to allow for such information to be included in the budget development process specified in Section 1(b) of this Agreement.

(b) In-Kind Support. The Parties currently provide in-kind (i.e. non-cash) support for their Stations, in the form of space, utilities and basic office supplies and equipment. As part of their commitment to Collaborative Fundraising, the Parties agree to continue providing such in-kind support at least through the Initial Term.

(c) Grants and Support for Operations.

(i) Grants. The Parties will cooperate in applying for grants and awards (collectively, "Grants") for the use or benefit of the Stations, including but not limited to grants from the Corporation for Public Broadcasting ("CPB"). The Parties shall jointly bear the costs of any applications for Grants. Prior to the filing of any such application, the Parties will agree on which Party will assume primary responsibility for complying with the terms and conditions of the Grant, which will serve as fiscal agent and which will cover administrative costs, such as audits or financial reports, required by such Grants. The Fiscal Agent shall create a separate account for all revenues received as a result of Grants called "Grant Fund" and shall provide an accounting of the sources and uses of funds to the Parties at least sixty (60) days prior to the end of the then current annual period to allow for such information to be included in the budget development process specified in Section 1(a) of this Agreement.

(ii) Line of Credit to CSUN. As additional operational support for this collaboration between the Stations, CSUN will provide an interest-free line of credit (internal loan) (LOC) to CSUN (KCSN) not to exceed \$2,000,000. SOCCCD shall not be liable for repayment of the LOC except as otherwise provided for herein. The decision to draw from the LOC shall be made by mutual agreement of the Parties as documented in each year's annual budget contained in Schedule 1(a). The Fiscal Agent shall create a separate account for all revenues received as a result of LOC called "LOC Fund" and shall provide an accounting of the sources and uses of funds to the Parties at least sixty (60) days prior to the end of the then current annual period to allow for such information to be included in the budget development process specified in Section 1(a) of this Agreement. The LOC shall be available to support any shortfall in the operating revenues for Collaborative Undertakings as set forth in the First Year Budget, and in subsequent annual budgets as the Parties mutually agree. The LOC is repayable from the Shared Resources, defined below, over a term of fifteen (15) years or less, beginning in year six (6) of this Agreement, with the repayment amount to be determined by mutual agreement of the Parties as documented in the annual budget contained in Schedule 1(a). Repayment of LOC shall be reflected in future budget

(iii) CSUN Additional Contribution. CSUN will also provide a one-time cash contribution, in the amount of \$500,000, towards the First Year Budget for the Collaborative Programming. The Parties agree that SOCCCD is not obligated to repay any portion of the CSUN Additional Contribution.

(iv) Shared Resources. The Collaborative Fundraising Fund, Grant Fund, LOC Fund, and the CSUN Additional Contribution, shall be collectively referred to herein as "Shared Resources."

(d) Technical Operation. The Parties will coordinate efforts to synchronize the Stations' signals to reduce or eliminate the co-channel interference that currently limits the Stations' ability to serve the largest potential listening audience. Should such efforts require FCC authorizations, the licensee of the affected Station(s) will prepare, file and prosecute the required FCC applications. Each licensee shall bear the cost of securing any needed FCC authorization and making authorized technical modifications to its Station's facilities, including the capital costs of new equipment.

(e) Staffing. Each Station shall retain (1) a full-time General Manager and/or Director of Broadcast Services; and (2) such other staff as the Station licensee in its discretion determines is necessary or advisable for its own Station operations, independent of Collaborative Programming and Collaborative Fundraising. The costs of such personnel shall be borne solely by the Station incurring such costs.

(f) Collaborative Staffing. CSUN, as Fiscal Agent, may contract with The University Corporation ("TUC") a CSUN Auxiliary, for reasonable and customary fees provided that such contract shall be approved in advance by the Parties, to recruit personnel acceptable to each Party and to provide payroll and personnel services. In addition to sharing staff resources for purposes of Collaborative Programming and Collaborative Fundraising, the Parties may agree to coordinate resources for operations independent of Collaborative Programming and

Collaborative Fundraising. The types of staffing resources that may be coordinated in this manner include on-air staff, development staff, production staff, accounting and administrative staff, technical/engineering staff, news personnel, and website/social media staff. An initial allocation of shared resources is set forth in the First Year Budget appended to Schedule 1(a).

5. INSTITUTIONAL COOPERATION.

(a) Identification of Licensees. The Collaborative Programming shall include station identification announcements that comply with FCC's rules. The Parties will identify each Station licensee after each on-air Station identification, and, as feasible, in marketing or promotional materials that refer to the Station. The Parties shall not hold themselves out as, or represent that either is, the licensee of the other Station.

(b) Audience Information. The Parties will make audience viewing and listening information available to each other to the extent that the sharing of such information is legally allowed by the Party's agreements with audience measurement companies.

(c) Intellectual Property Rights. Nothing in this Agreement will constitute the sale, transfer, assignment or license of any intellectual property rights held by either Party to the other, except to the extent that the Parties agree to engage jointly in marketing, promotional, or entertainment activities, in which case the intellectual property interests created shall be jointly and severally owned.

(d) Transfer Students. CSUN will enroll up to a total of one hundred fifty (150) of SOCCCD students over a rolling five (5) year cycle (an average of thirty (30) per year) under its Tier One admissions criteria. Additionally, SOCCCD students will be admitted if they meet the more selective Tier Two admission criteria. SOCCCD will be responsible for promoting this transfer admission opportunity among its students.

6. REPRESENTATIONS.

(a) By CSUN. CSUN represents that (i) it has the power and authority to enter into this Agreement and to fulfill the obligations assumed under it; (ii) all requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement have been duly adopted and complied with; and (iii) the individual executing this Agreement is authorized and has the power to execute it and to bind CSUN.

(b) By SOCCCD. SOCCCD represents that (i) it has the power and authority to enter into this Agreement and to fulfill the obligations assumed under it; (ii) all requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement have been duly adopted and complied with; and (iii) the individual executing this Agreement is authorized and has the power to execute it and to bind SOCCCD.

7. FISCAL AGENT/RECORDS/ACCOUNTING.

The Fiscal Agent for purposes of administering funds for this Agreement shall be CSUN. CSUN, as the Fiscal Agent, may contract with the CSUN Foundation, a 501(c)(3) auxiliary organization for CSUN ("CSUN Foundation"). The CSUN Foundation may serve as the Fiscal

Agent for the Collaborative Programming and Collaborative Fundraising, handling general banking, budget and accounting services, including accounting for charitable contributions and charitable acknowledgements, for any revenue from and expenses to the Collaborative Programming and Collaborative Fundraising.

The Fiscal Agent, CSUN, shall keep full and adequate financial and accounting records in separate accounts designated for purposes of providing strict accountability of all receipts and disbursements of funds associated with this Agreement. The Fiscal Agent shall make such records, including but not limited to bank records, ledgers, accounts, journals, and audits, available for inspection by representatives of the other Party upon reasonable prior written notice. Such books and records shall be maintained in accordance with the accounting rules applicable to the Parties established by the State Auditor. Within thirty (30) days after the end of each quarter or after a reasonable request by either Party in conjunction with periodic campus accounting (including fiscal year end accounting), the Fiscal Agent shall provide each Party with a financial report that accounts for all revenues and expenses attributable to this Agreement, the Collaborative Programming and Collaborative Fundraising. The Parties shall cooperate with each other's auditors as part of periodic audits and permit ordinary audit procedures to be followed involving the books and records relating to the Collaborative Programming. The Fiscal Agent shall arrange for an annual audit by a certified public accountant of all financial records associated with this Agreement.

8. LICENSE MAINTENANCE.

As FCC licensees of their Stations, the respective Parties each has the ultimate responsibility for preparing and filing FCC license renewals, applications for facility changes and such other filings and reports as may be required by the FCC. Each licensee shall be responsible for all such activities and shall prepare and file, at its own cost, all necessary documents, filings and reports in consultation with their own legal counsel, provided that the Parties shall provide cooperation and assistance to each other upon request. The Parties shall cooperate in promptly responding to facsimiles, email messages, and telephone calls directed to either Party in connection with the Collaborative Programming or other matters relevant to their responsibilities hereunder. Each shall provide copies of any such correspondence to the other. Promptly upon receipt, the receiving Party shall advise the other Party of any public or FCC complaint or inquiry known to the receiving Party concerning such Collaborative Programming, and each Party shall provide the other with copies of any such letters. Upon request, the Parties shall cooperate with each other to respond to such complaints and inquiries. Notwithstanding the foregoing, the Parties shall respond to all FCC complaints and any other FCC inquiries or matters in their roles as licensees of the respective Stations.

9. COMPLIANCE WITH LAW: RESPONSIBILITY OF FCC LICENSEE.

(a) Generally. The Parties shall comply in all respects with all applicable laws, regulations and requirements, including but not limited to the California Joint Exercise of Powers Act, California Government Code Sections 6500 to 6537; the Communications Act of 1934; and FCC regulations, as each are amended from time to time.

(b) As FCC Licensee. Notwithstanding anything contained in this Agreement, each Party remains the licensee of its Station with all rights and responsibilities attendant thereto. At

all times, each Party retains ultimate responsibility for the operation of its Station in compliance with all laws, rules, policies and regulations of the FCC and for the essential functions of its Station, including the programming, finances and personnel. Without limiting the foregoing, each Party shall retain ultimate responsibility for the maintenance of the Station's public inspection file in a location and manner that complies with FCC's rules, responsibility for all on-air operations of its Station, including station identification, ascertainment of community needs, and airing of programming that is responsive to the needs of its Station's community of license and listening audience. Each Party shall document its programming policies with respect to such issues as "uses" of the Station by candidates for elective office, underwriting announcements, sponsorship identification, payola/plugola, obscene and indecent content, defamation, station identification, and issue-responsive programming. At all times, each Party shall retain ultimate responsibility and control over the maintenance, repair or replacement of its Station's physical plant.

(c) In addition, each Party shall have the right with respect to its Station to: (i) promulgate Station policies regarding personnel, finances and programming; (ii) direct the day-to-day activities of all of its own employees; (iii) inspect any facilities provided by either Party that are used at the Station at any time; (iv) consult with Station managerial personnel, review FCC-required operating and maintenance records and procedures that the Station may keep, and investigate operational complaints; and (v) require written reports, in addition to the financial reports described above, no less often than on a yearly basis, including but not limited to a summary of the Station's programming service, and personnel actions (including EEO compliance). Within 7 calendar days after the end of each calendar quarter year, the Managers shall provide sufficient information about the Collaborative Programming to both Parties to enable them to include information about the Collaborative Programming in its quarterly public inspection file lists of local issues and responsive programming required by the FCC. The Managers shall also, on a regular and timely basis, provide both Parties with donor list information required by Section 73.3527(e)(9) of the FCC's rules for inclusion in the public inspection file.

(d) Preempting or Rejecting Programs. As set forth in Section 1(a)(i), the Collaborative Programming will be designed to address the needs of the service areas and communities of license of the Stations. Notwithstanding any other provision of this Agreement, including but not limited to the termination notice provisions of Section 3, nothing herein shall prevent or preclude either Party from refusing to broadcast any content that it in good faith believes is unsatisfactory, unsuitable or contrary to the public interest or from airing substitute programming that it in good faith believes is of greater local or national importance. The Parties will cooperate with each other in airing Emergency Alert Announcements for each Station and complying with FCC requirements concerning the Emergency Alert System.

10. ADVISORY COMMITTEE.

The Parties will appoint an Advisory Committee with an equal number of representatives from each Party that will meet a minimum of quarterly for purposes of reviewing Collaborative Undertakings, including considering any recommendations from the Managers as to changes, additions, or substitutions to the Collaborative Programming; approving expenditures against the approved budget; approving hiring of personnel; approving uses of the LOC Fund; and assessing

whether to amend the instant Agreement to provide for the creation of an agency or entity that is separate from the Parties hereto, as provided for in California Joint Exercise of Powers Act, Government Code Section 6503.5. The initial Advisory Committee will consist of three members: one appointed by CSUN, one appointed by SOCCCD, and one at-large member chosen by both Parties. In addition to regular meetings specified herein, the Advisory Committee will consult with the Managers and advise on disputes concerning operations, management, programming and the annual budget prepared by the Managers. Each Party will retain all non-delegable authority over its Station.

11. DISPUTE RESOLUTION.

In the event a dispute arises which the Advisory Committee is unable to resolve within a reasonable period of time, not to exceed thirty (30) days, either Party may escalate the matter to their immediate supervisors, the first-level contact representatives listed hereto:

First Level Supervisors:

- For SOCCCD: Vice Chancellor, Business Services
- For CSUN: Vice President for Administration and Finance

Second Level Administrators:

- For SOCCCD: Chancellor
- For CSUN: University President

The Parties shall meet together promptly to resolve the matter in a mutually satisfactory manner. If the first-level contact representatives are unable to timely resolve the matter in a mutually satisfactory manner, not to exceed sixty (60) days, either Party may further escalate the matter within its institution to a more senior administrator, the second-level contact representatives listed in hereto. If the senior-level administrators are unable to resolve the matter, the Parties will proceed to mediation before a disinterested third party mediator chosen by and mutually agreeable to the Parties. The mediation will commence within forty-five (45) days of the selection of the mediator. If the parties fail to select a mediator within a thirty (30) day period, any party may petition the Superior Court of Orange County or the Superior Court of Los Angeles to appoint a mediator.

12. DEFENSE OF CLAIMS/INSURANCE.

(a) As permitted under California State law, the Parties shall each be responsible to the other for any liabilities that may arise out of any claim, law suit, proceeding, FCC investigation, or other claim (collectively "claim") brought against the other as a result of the performance or nonperformance of its duties under this Agreement. The Parties shall be jointly liable for any claims arising out of the Collaborative Programming or Collaborative Fundraising. Promptly after receipt by either Party of a notice of the intent to, or the commencement of any action, suit, proceeding or investigation in respect of which a claim may be made hereunder, the Party receiving the notice shall give written notice thereof to the other. The Parties shall cooperate in all reasonable respects with each other in the investigation, trial and defense of such claim and any appeal arising therefrom.

(b) Tort Liability.

Government Code Section 895.2 imposes certain liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other party solely by virtue of Government Code Section 895.2.

13. NOTICES.

Any written notice to any Party required or permitted under this Agreement shall be deemed to have been duly given on the date of personal service on, or on the date of receipt by the Party to whom notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by written notice under this provision.

If to SOCCCD:

Debra L. Fitzsimons
Vice Chancellor of Business Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
Telephone: (949) 582-4664
Email: dfitzsimons@socccd.edu

With a copy (which shall not constitute notice) to:

Lauren Lynch Flick
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW
Washington, DC 20036-3006
Telephone: (202) 663-8166
Email: lauren.lynch.flick@pillsburylaw.com

If to CSUN:

Deborah Flugum, Director, Purchasing & Contract Administration
California State University, Northridge
18111 Nordhoff Street
Northridge, CA 91330-8231
Telephone: (818) 677-6567
Email: deborah.flugum@csun.edu

With a copy (which shall not constitute notice) to:
Margaret L. Miller, Esq.
Gray Miller Persh LLP
1200 New Hampshire Avenue, Suite 400
Washington, DC 20036
Telephone: (202) 776-2914
Email: mmiller@graymillerpersh.com

14. SEVERABILITY.

If any provision of this Agreement shall be prohibited by or invalid under applicable law, including but not limited to any ruling by the FCC regarding noncommercial programming agreements generally, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement, provided that such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

15. BINDING ON SUCCESSORS.

This Agreement may not be assigned by either Party without the other Party's consent, which may be given or withheld in its sole discretion. Any attempted assignment without such consent shall be cause for immediate termination of the Agreement by the other Party.

16. COMPLETE AGREEMENT.

This Agreement contains the entire agreement of the Parties with respect to the management and operation of the Stations during the Term. This Agreement shall not be modified or amended except by agreement in writing duly executed by the Parties hereto.

17. FORBEARANCE; WAIVER.

No waiver by a Party of any right under this Agreement, and no forbearance by a Party from enforcing any right hereunder, shall bind or obligate that Party to any future waiver of or forbearance from enforcing the same or any other right of said Party hereunder.

18. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of California and interpreted consistently with federal communications law.

19. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date or dates below indicated.

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**

**CALIFORNIA STATE UNIVERSITY,
NORTHRIDGE**

By: _____

By: _____

Date: _____

Date: _____

Schedule 1(a)
Shared Costs
(First Year Budget)
(Attached)

Schedule 1(a) Shared Costs

Budget Projections for 88.5						
-Assumptions- (Please see "Ratios" at the bottom for details on the assumptions)						
88.5 Collaboration	Budget	Projections, Triple-A				
Assumptions	FY 2017	Year 1	Year 2	Year 3	Year 4	Year 5
Population						
Population Growth	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Population	11,592,710	11,650,674	11,708,927	11,767,472	11,826,309	11,885,440
% of Base Population that Listens		1.50%	2.25%	2.75%	3.05%	3.35%
	Median listener penetration rate by the comparable full-time Triple-A stations (2015) = 5.47%					
	WFUV (conservative): 3.17%, WXPX (aggressive): 6.68%					
Listeners						
Estimated weekly CUME (Spring and Fall Averages)		174,760	263,451	323,605	360,702	398,162
	WFUV (2015): 379,350, WXPX (2015): 247,000					
% of Listeners that Donate		3.00%	3.50%	4.00%	4.50%	5.00%
	Median member penetration rate by the comparable full-time Triple-A stations = 10.25%					
Contributors						
	WFUV (conservative): 5.47%, WXPX (aggressive): 8.55%					
Number of Contributors		5,243	9,221	12,944	16,232	19,908
Membership Revenue per Contributor		\$100.00	\$113.00	\$121.39	\$130.03	\$138.93
	Median average membership revenue per member of comparable full-time Triple-A stations = \$126.29					
	WFUV (2015): \$159, WXPX (2015): \$143					
Membership Revenue Per Listener		\$3.00	\$3.96	\$4.86	\$5.85	\$6.95
	Median member penetration rate by the comparable full-time Triple-A stations = 10.25%					
	WFUV (conservative): \$8.71, WXPX (aggressive): \$12.30					
Membership Income Per Person	\$0.00	\$0.05	\$0.09	\$0.13	\$0.18	\$0.23
	Membership revenue per person of comparable full-time Triple-A stations = \$0.45					
	WFUV (conservative): \$0.28, WXPX (aggressive): \$0.82					
Underwriting						
Annual Available Spots		25,000	25,000	25,000	25,000	25,000
Cost per Spot Sold		\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
% of Spots Typically Sold in a Week		10.0%	15.00%	20.00%	25.00%	27.00%
Underwriting Revenue Per Listener		\$2.15	\$2.20	\$2.46	\$2.84	\$2.86
	Median underwriting revenue per listener of comparable full-time Triple-A stations = \$9.74					
	WFUV (conservative): \$3.60, WXPX (aggressive): \$8.18					
Underwriting Revenue Per Person		\$0.03	\$0.05	\$0.07	\$0.09	\$0.10
	Median underwriting revenue per member of comparable full-time Triple-A stations = \$0.46					
	WFUV (conservative): \$0.11, WXPX (aggressive): \$0.55					
\$1000+ donations						
# of \$1000+ Givers		100	175	250	325	400
Average Gift Amount		\$2,000	\$2,075	\$2,150	\$2,225	\$2,300
	Median revenue per \$1000+ donors of comparable full-time Triple-A stations = \$2,000					
	WXPX: \$2,400					
Number of \$1000+ per 10,000 Persons Covered		0.09	0.15	0.21	0.27	0.34
	Median number of \$1000+ donors per 10,000 persons covered of comparable full-time Triple-A stations = 0.36					
	WXPX (aggressive): 0.42					
CPB Grants:						
Base		\$0	\$0	\$0	\$57,728	\$57,728
Minority Multiplier (X 1.5)?	No	No	No	No	No	No
Prev. year's NFFS (Direct/cash)	\$0	\$0	\$0	\$0	\$2,858,908	\$3,408,406
Minority Multiplier (X 1.75)?	No	No	No	No	No	No
CPB Incentive Funding %	7.00%	6.75%	6.50%	6.25%	6.00%	6.00%
Incentive	\$0	\$0	\$0	\$0	\$178,682	\$204,504
Total CSG Funding		\$0	\$0	\$0	\$236,410	\$262,232
Additional Assumptions:						
Development & Underwriting Expenses/Development and Underwriting Revenues		48.16%	42.13%	38.40%	35.10%	30.80%
	Median for the comparable full-time Triple-A stations = 38%					
	WFUV: 27%, WXPX: 40%					
Programming and Production per Person Covered		0.07	0.08	0.09	0.09	0.09
	Median for the comparable full-time Triple-A stations = \$0.74					
	WFUV (conservative): \$0.26, WXPX (aggressive): \$0.83					
Inflation		3.00%	3.00%	3.00%	3.00%	3.00%
Cost of Living (adjustment for salaries and benefits)		3.00%	3.00%	3.00%	3.00%	3.00%
Expense Growth Rate		3.00%	3.00%	3.00%	3.00%	3.00%

Budget Projections for 88.5 -Detail-						
88.5 Collaboration	Budget	Projections				
	FY 2017	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues:						
CPB Funding		-	-	-		
Membership		524,280	1,041,948	1,571,299	2,110,624	2,765,887
\$1000+ Donations		200,000	363,125	537,500	723,125	920,000
Underwriting		375,000	579,375	795,675	1,024,432	1,139,578
Events (net of expenses)		100,000	150,000	200,000	250,000	300,000
Tower Rental Income						
Large Donations/Grants/Foundational Support		-	-	-	100,000	100,000
Draw on CSUN Line of Credit		959,116	724,460	303,932		
Draw on Saddleback Line of Credit						
Direct Support from CSUN (Salaries, etc.)		500,000	-	-	-	-
Direct Support from Saddleback (Salaries, etc.)		-	-	-	-	-
Indirect Administrative Support from the CSUN	TBD					
Indirect Administrative Support from Saddleback	TBD					
Other (sponsorships, etc)		100,000				
Total Operating Revenue	1,557,209	2,758,396	2,858,908	3,408,406	4,208,180	5,225,465
Operating Expenses:						
Programming and Production		825,200	900,751	1,059,643	1,039,431	1,120,247
Broadcasting / Engineering		298,750	276,363	284,203	292,279	300,598
Marketing / Public Information		633,500	264,255	269,933	275,781	281,804
Administration (Management and General)		417,450	525,392	612,410	674,788	737,538
Development		529,410	836,091	1,115,386	1,354,384	1,486,032
Repayment of CSUN Line of Credit						397,502
Repayment of Saddleback Line of Credit						
Administrative Expenses (Indirect) from CSUN and Saddleback		-	-	-	-	-
Misc./Contingency (2% of total operating expense)		54,086	56,057	66,831	72,733	78,524
Total Operating Expenses	-	2,758,396	2,858,908	3,408,406	3,709,397	4,402,245
Net Income from Operations	1,557,209	0	0	0	498,783	823,220
Add: Depreciation and Amortization	-	-	-	-	-	-
Net Operating Income before Depreciation, Amortization and Interest (EBIDA)	1,557,209	0	0	0	498,783	823,220
CSUN Total Contribution (Annual)		1,459,116	724,460	303,932	-	(397,502)
Saddleback College Total Contribution (Annual)		-	-	-	-	-
Nonoperating Revenues/Expenses						
Capital Campaign						
Purchase of capital assets		(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Purchase of investments		-	-	-	-	-
Proceeds from sale of investments		-	-	-	-	-
(Increase) Decrease in Receivables from Institutions		-	-	-	-	-
Change in Net Working Capital		-	-	-	-	-
Total Non-operating Revenues/Expenses	-	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Change in Cash		(25,000)	(25,000)	(25,000)	473,783	798,220
Cumulative Change in Cash		(25,000)	(50,000)	(74,999)	398,784	1,197,004
RATIOS						
88.5 Collaboration						
Membership Income Growth			98.74%	50.80%	34.32%	31.05%
Membership Income per Listener		\$3.00	\$3.96	\$4.86	\$5.85	\$6.95
% growth			31.83%	22.77%	20.51%	18.72%
Underwriting Revenue Growth			54.50%	37.33%	28.75%	11.24%
Underwriting Revenues per Listener		\$2.15	\$2.20	\$2.46	\$2.84	\$2.86
% growth			2.49%	11.80%	15.51%	0.77%
Total Operating Revenue Growth			3.64%	19.22%	23.46%	24.17%

Notes:

* These projections are based on a number of assumptions and estimates that are subject to economic, financial, technical and competitive uncertainties. Actual results could vary significantly from these forecasts and should not be regarded as representation or warrant of results that will actually be achieved.

Incremental Expenses

Schedule 1(a) Shared Costs

88.5 Collaboration	Budget	Projections				
Incremental Expenses	FY 2017	Year 1	Year 2	Year 3	Year 4	Year 5
Administration						
Personnel		209,250	289,540	298,226	307,173	316,388
Nielsen Data		40,000	41,200	42,436	43,709	45,020
New Studio / Office Rent		20,000	20,000	20,600	21,218	21,855
Westfields Rent/Performances		32,300	32,300	32,300	32,300	32,300
Dues, Subscriptions & Memberships		17,500	17,500	17,500	17,500	17,500
Travel		10,000	10,300	10,609	10,927	11,255
Insurance		10,000	10,300	10,609	10,927	11,255
Conference travel		8,000	8,240	8,487	8,742	9,004
Telephone		5,000	5,150	5,305	5,464	5,628
Licenses and Fees		2,400	2,472	2,546	2,623	2,701
Data		2,000	2,060	2,122	2,185	2,251
Postage		500	515	530	546	563
Office Supplies		500	515	530	546	563
Professional Services		-	-	-	-	-
Existing Studio / Office Rent		-	-	-	-	-
Payroll Services CSUN TUC		10,000	10,300	10,609	10,927	11,255
Financial Services CSUN Foundation		50,000	75,000	150,000	200,000	250,000
Saddleback College overhead (direct)		NA				
CSUN overhead (indirect)		NA				
Saddleback College overhead (indirect)		NA				
Other		-	-	-	-	-
Total Administration		417,450	525,392	612,410	674,788	737,538
Engineering						
Personnel		128,650	132,510	136,485	140,579	144,797
Transmitter/Exciter Upgrades (Primarily Institution Expenses)		30,000				
Tower Rent & Insurance		53,000	54,590	56,228	57,915	59,652
IT Support Services (contracted with the institutions)		25,000	25,750	26,523	27,318	28,138
Computers and related equipment		15,000	15,000	15,000	15,000	15,000
Broadcast Engineering Consultation / Contract		15,000	15,450	15,914	16,391	16,883
Transmission Expense		24,000	24,720	25,462	26,225	27,012
Tower Utilities		3,600	3,708	3,819	3,934	4,052
Equipment Rental		1,000	1,030	1,061	1,093	1,126
Supplies		1,000	1,030	1,061	1,093	1,126
Maintenance/Non-Tech		-	-	-	-	-
Computer maintenance		-	-	-	-	-
Other		2,500	2,575	2,652	2,732	2,814
Total Engineering		298,750	276,363	284,203	292,279	300,598
Development						
Personnel		467,225	729,760	965,979	1,164,128	1,248,115
Printing		15,000	26,381	37,034	46,440	56,958
Membership Software		5,000	5,150	5,305	5,464	5,628
Underwriting Software		5,000	5,150	5,305	5,464	5,628
On-Air Fundraising Expenses		5,000	8,794	12,345	15,480	18,986
Premiums (including shipment)		5,000	8,794	12,345	15,480	18,986
Phone Service - membership drives		2,500	4,397	6,172	7,740	9,493
Public Communications		2,500	4,397	6,172	7,740	9,493
Postage		1,000	1,759	2,469	3,096	3,797
Subscriptions Services		500	879	1,234	1,548	1,899
Mailing (excludes direct mail)		-	-	-	-	-
Bank Charges & Credit Card Fees (3.85% of Membership Rev)		20,185	40,115	60,495	81,259	106,487
Other		500	515	530	546	563
Total Development		529,410	836,091	1,115,386	1,354,384	1,486,032
<i>Development Expense/Development Revenue</i>		48.2%	42.1%	38.4%	35.1%	30.8%
Programming						
Personnel		703,700	868,806	977,240	1,006,557	1,036,887
Program Research & Consulting		50,000		50,000		50,000
Web Site Expenses - Development		50,000	10,000	10,000	10,000	10,000
Acquired Programming		5,000	5,000	5,000	5,000	5,000
Music Rights (online and on-air)		3,600	3,708	3,819	3,934	4,052
Traffic Software		2,400	2,472	2,546	2,623	2,701
Web Site Expenses - Streaming, Hosting		2,000	2,010	2,020	2,030	2,040
Music Rotation Software		2,500	2,575	2,652	2,732	2,814
Format Design and Music Acquisition		6,000	6,180	6,365	6,556	6,753
Maintenance Engineer (contract)		-	-	-	-	-
Maintenance Technical (contract)		-	-	-	-	-
Other		-	-	-	-	-
Total Programming		825,200	900,751	1,059,643	1,039,431	1,120,247
Marketing						
Personnel		108,500	189,255	194,933	200,781	206,804
Marketing		500,000	50,000	50,000	50,000	50,000
Other		25,000	25,000	25,000	25,000	25,000
Total Marketing		633,500	264,255	269,933	275,781	281,804
Total Incremental Expenses	-	2,704,310	2,802,851	3,341,574	3,636,664	3,926,219

Schedule 1(a) Shared Costs

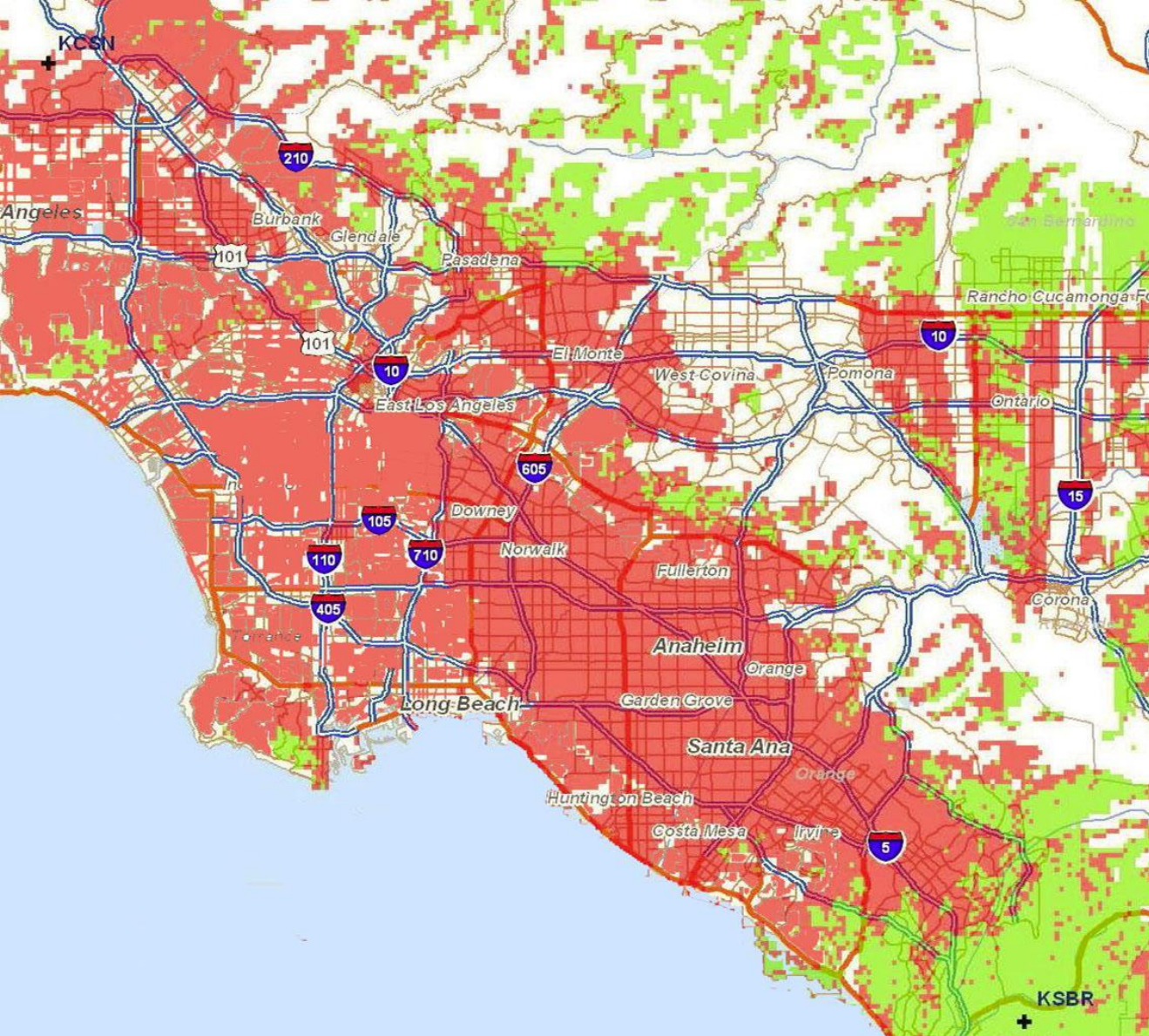
Personnel (Headcount)					
Headcount		21	29	32	33
Administration					
Co-GM (Not a Partnership Expense)		-	-	-	-
Co-GM (Not a Partnership Expense)		-	-	-	-
Asst. Dir, Finance and Business (Former Renate - New Hire)		50,000	75,000	77,250	79,568
Accounting & Administration Manager - Yvonne		60,000	61,800	63,654	65,564
Assistant to the Co-GMs - New Position		25,000	50,000	51,500	53,045
Benefits (55% of Salaries)		74,250	102,740	105,822	108,987
Total Administration Personnel		209,250	289,540	298,226	307,173
Engineering					
Asst. Director, Technology & Engineering -Mike Worrall		83,000	85,490	88,055	90,696
Benefits (55% of Salaries)		45,650	47,020	48,430	49,883
Total Engineering Personnel		128,650	132,510	136,485	140,579
Development					
Director of Business Development (Pat Osbourne)		70,000	72,100	74,263	76,491
Assistant Director for Development - New		30,000	75,000	77,250	79,568
Underwriting Sales #1 - New		20,000	40,000	81,200	123,636
Underwriting Sales #2			20,000	40,000	41,200
Underwriting Sales #3				20,000	40,000
Underwriting Sales #4					20,000
Traffic Manager - New		40,000	60,000	61,800	63,654
Member and Annual Giving Coordinator - Laura		60,000	61,800	63,654	65,564
Membership Services Assistant - Judy		27,000	27,810	28,644	29,504
Volunteer Coordinator			30,000	30,900	31,827
Member Services Assistant			30,000	30,900	31,827
Underwriting Commission (22.5%)		84,375	130,359	179,027	230,497
Benefits (55% of Salaries)		135,850	212,691	279,241	331,288
Total Development Personnel		467,225	729,760	965,979	1,164,128
Programming					
Asst Dir, Programming, Production & Operations (Jeff P)		65,000	66,950	68,000	70,040
Digital Producer (Tristan)		45,000	46,350	47,741	49,173
Video Production Manager (New Position)		30,000	30,900	31,827	32,782
Programing Operations Mgr (Meishal)		58,000	59,740	61,532	63,378
Music Manager/Part Time Host (Mark K)		54,000	55,620	57,289	59,007
FT Host I (Nick Harcourt)		60,000	61,800	63,654	65,564
FT Host II (New - Currently Filled by Many Staff)		30,000	60,000	61,800	63,654
FT Host III (New)			30,000	60,000	61,800
FT Host IV			-	-	-
PT Host I (Jim Nelson)		36,000	37,080	38,192	39,338
PT Host II (Garrison West)		36,000	37,080	38,192	39,338
PT Host III (New)			25,000	25,750	26,523
PT Host IV				25,000	25,750
Website Content Producer		40,000	50,000	51,500	53,045
Benefits (55% of Salaries)		249,700	308,286	346,762	357,165
Total Programming Personnel		703,700	868,806	977,240	1,006,557
Marketing					
Asst Director, Marketing, Events and Engagement (New)		70,000	72,100	74,263	76,491
Events & Engagement Manager			50,000	51,500	53,045
Benefits (55% of Salaries)		38,500	67,155	69,170	71,245
Total Marketing Personnel		108,500	189,255	194,933	200,781
Total Personnel and Benefits (including Commission)		1,617,325	2,209,870	2,572,863	2,819,218

Rockin' SoCal

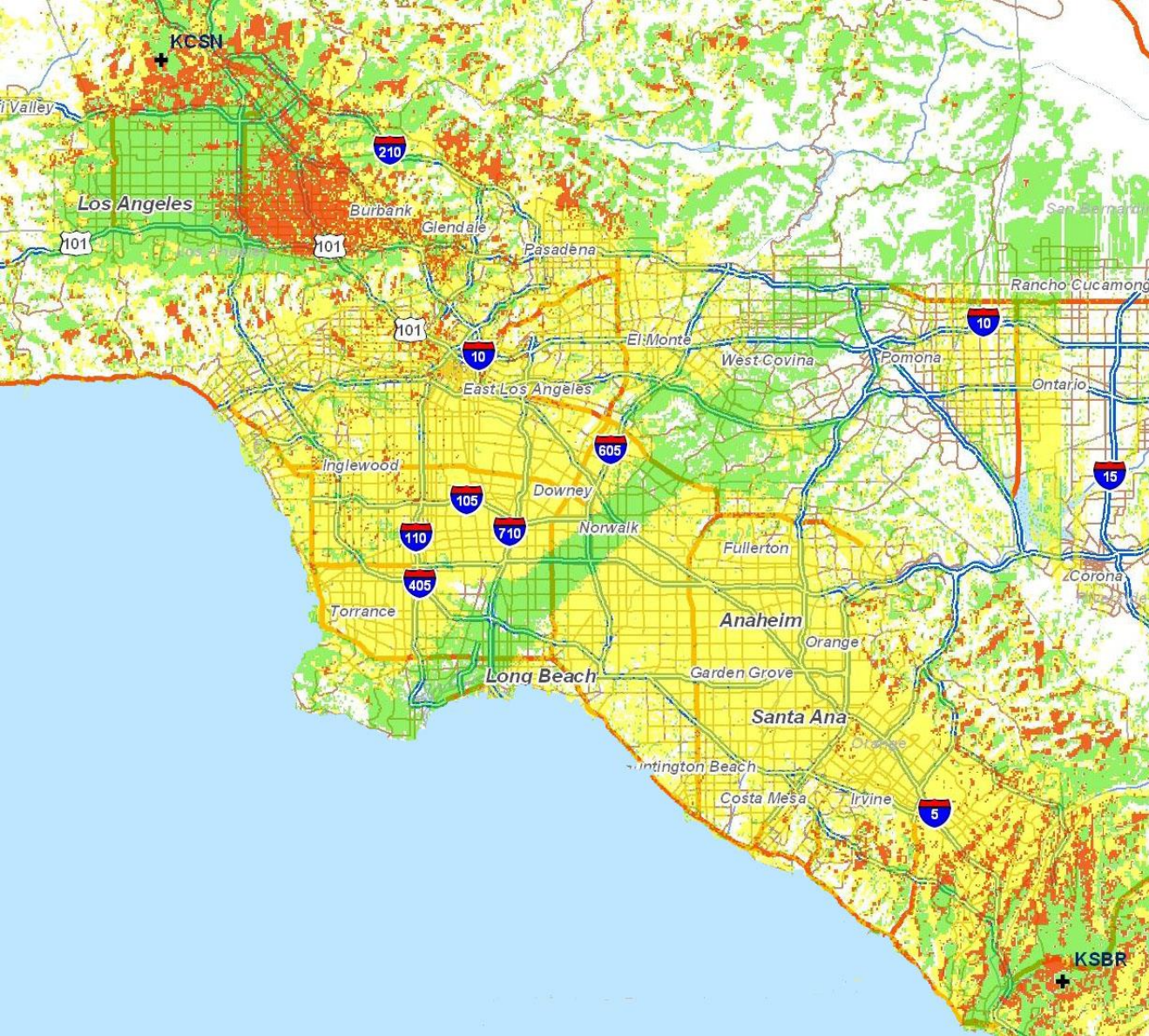
The 88.5 FM Collaboration
KSBR and KCSN

Partnership Benefits

- Increased Service to Community and Performing Musicians
- **More Visibility** for SOCCCD, CSUN, and Saddleback College
- Serendipity of the Same Frequency, 88.5 FM
- KCSN's Coverage of 600K + KSBR Coverage of 300K = Clear Coverage of 11.5M due to topography and interference
- Increased coverage provides expanded fundraising opportunities
- Viable Pathway to **Self Sustainability**
- **Educational / career opportunities** for our students to transfer to CSUN
- **One of the largest non-commercial signals in the U.S.**



KSBR 88.5 FM
Current Signal
Red = Bad



**KSBR / KCSN 88.5
FM Combined
Signal**
Yellow/Green=Good

Business Plan Basics

- More coverage means **more donors, underwriting, and event participants.**
- Demographics of new listening areas are favorable to Triple A programming.
- Existing jazz programming will move to online and FM-HD station and will include expanded Los Angeles area.
- Analysis of Comparable Stations, Population, and Existing KSBR / KCSN revenue patterns conservatively model **more than \$4M in annual revenue by year five.**
- To achieve revenue, 88.5 needs to invest in underwriting, development, promotions, marketing, programming, and signal quality. A detailed staffing and operations plan has been completed and reviewed extensively.
- CSUN will be Fiscal Agent (accounting, banking, auditing, etc.)
- CSUN University Corporation will provide HR services (payroll, benefits, etc.)

Major Deal Points

- CSUN is providing **additional funding as a start up investment** and line of credit: **\$500,000 grant** and **\$2M line of credit**.
- All costs, excluding General Managers (GM) and campus focused expenses (campus studio maintenance, educational program expenses), will be **88.5 Partnership Costs**.
- KCSN GM and KSBR GM remain employees of and continue to be paid by and overseen by their respective institution.
- **Radio Oversight Committee** (ROC) consisting of 1 CSUN representative, 1 Saddleback representative and 1 community member representative.
- The ROC will approve annual budget and assist with collaboration among institutions, and provide guidance and advice as helpful.

Major Deal Points - continued

- Each station (institution) is responsible for maintaining its existing equipment and studio space. Costs of equipment needed for the partnership or additional space required by the partnership will be the responsibility of the partnership.
- CSUN will enroll up to a total of **150 SOCCCD College transfer students** over a rolling 5 year cycle (an average of 30 per year) under its Tier One admissions criteria.
- Initial 20 year term for partnership will commence on July 1, 2017.
- Joint Programming will commence by August 1, 2017.
- Announcement of a Public Launch of the New 88.5 merged signal will occur in September 2017.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Baseball Field Bleacher Replacement Project Construction Agreement, Award of Bid No. 2066, Patriot Contracting and Engineering

ACTION: Approval

BACKGROUND

Saddleback College has determined a need to replace the baseball field bleachers and upgrade disabled access in and around the facility.

STATUS

On May 2 and May 9, 2017, SOCCCD ran a newspaper advertisement requesting bids for the Saddleback College Baseball Field Bleacher Replacement project. The request for bids was also posted on the district web site. On May 10, 2017, three bidders attended the mandatory job walk. Two bids were received on May 25, 2017 (EXHIBIT A). The lowest bid meeting all specifications was submitted by Patriot Contracting and Engineering, with a base bid in the amount of \$1,185,000 and bid alternate number one in the amount of \$108,000. Saddleback College staff has reviewed the bids and recommends approval of both the base bid and bid alternate number one, for a total contract amount of \$1,293,000.

Funds are available from the Saddleback College general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 2066, Saddleback College Baseball Field Bleacher Replacement project and approve the construction services agreement with Patriot Contracting and Engineering, in the amount of \$1,293,000 starting June 27, 2017.

BID NO. 2066
BASEBALL FIELD BLEACHER REPLACEMENT PROJECT
SADDLEBACK COLLEGE

June 26, 2017

<u>CONTRACTORS</u>		<u>AMOUNT</u>
*Patriot Contracting and Engineering Yorba Linda, CA	Base Bid	\$1,185,000
	Bid Alternate No. 1	\$108,000
Gilman Builders Irvine, CA	Base Bid	\$1,270,000
	Bid Alternate No. 1	\$0

***Recommended Award**

Note: Lowest bidder is evaluated on the base bid only in accordance with public contract code and direction to bidders within the “Information to Bidders”.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONSTRUCTION SERVICES AGREEMENT Baseball Field Bleacher Replacement Project Patriot Contracting and Engineering

June 27, 2017 – November 27, 2017

THIS AGREEMENT, dated the 27th day of June, 2017, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Patriot Contracting and Engineering, 22601 La Palma Avenue, Suite 100, Yorba Linda, CA 92887, (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as Baseball Field Bleacher Replacement Project according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of One Million Two Hundred Ninety-Three Thousand and 00/100 Dollars (\$1,293,000).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within One Hundred Fifty (150) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand and 00/100 Dollars (\$1,000) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

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

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

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

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

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

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

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

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

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

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

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

Waiver of Subrogation

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

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

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of

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

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

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

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

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Alexander Marjani, whose title is President, is authorized to act for and bind the corporation.

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

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

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

CONTRACTOR
Patriot Contracting and Engineering

DISTRICT
South Orange County Community College District

By: _____
Signature

By: _____
Dr. Debra L Fitzsimons, Interim Chancellor

Print Name

Title

Date: _____

Date: _____

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College, Bookstore Operations Services Agreement, Award of Bid 348D, Follett Higher Education Group, Inc.

ACTION: Approval

BACKGROUND

The current agreement for the Bookstore Operations Services for Saddleback College and Irvine Valley College expires on June 30, 2017.

STATUS

On March 1 and March 8, 2017, the District ran a newspaper advertisement requesting proposals for Saddleback College and Irvine Valley College Bookstore Operations, Bid No. 348D. Additional marketing efforts included posting the bid on the district's website and notifying vendors. On April 18, 2017, two vendors (EXHIBIT A) provided presentations to a committee which included members from both colleges and district services. Evaluations which were based on student support, facilities improvement, campus/foundation support, commission percentage and discounts support the recommendation to award the contract to Follett Higher Education Group, Inc. for five years with the option for five (5) – one (1) year extensions.

This is a revenue generating agreement which provides benefits to the colleges in the approximate amount of \$1,060,000 annually with a \$100,000 one-time contribution (EXHIBIT B).

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award the Bid No. 348D, Bookstore Operations Services at Saddleback College and Irvine Valley College, and approve the agreement with Follett Higher Education Group, Inc. in the approximate amount of \$1,060,000 annual revenue from July 1, 2017 to June 30, 2022.

BID NO. 348D

**Bookstore Operations Services Agreement
Saddleback College and Irvine Valley College**

June 26, 2017

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
Barnes & Noble College	Seattle, WA	Russell Markman
*Follett Higher Education Group, Inc.	Westchester, IL	Susanne Dults

***Recommended Award**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692

Follett Higher Education Group, Inc
BOOKSTORE OPERATIONS SERVICES
COMPENSATION BY COLLEGE

Category	Saddleback College	Irvine Valley College
Compensation:	90% of the previous year's commission or: 13.5% Gross Revenue up to \$5 million; plus 14.5% of any part of Gross Revenue over \$5 million	90% of the previous year's commission or: 13.5% Gross Revenue up to \$5 million; plus 14.5% of any part of Gross Revenue over \$5 million
General Scholarship:	\$10,000/annually	\$10,000/annually
Textbook Scholarship:	\$10,000/annually (textbook scholarship administered by College Administration)	\$10,000/annually (textbook scholarship administered by College Administration)
Library Donations:	\$5,000 worth of textbook donation	\$5,000 worth of textbook donation
Campus Bookstore Improvements	\$50,000 store renovation and signs	\$50,000 store renovation and signs
Sign on Bonus	\$50,000	\$50,000
Employee/ Student Discounts	10% off regular retail for many items	10% off regular retail for many items



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOOKSTORE OPERATIONS SERVICES AGREEMENT BID NO. 348 D
SADDLEBACK COLLEGE
IRVINE VALLEY COLLEGE
FOLLETT HIGHER EDUCATION GROUP, INC.
JULY 1, 2017 to JUNE 30, 2022**

This AGREEMENT, is made this 1st day of JULY, 2017, by and between the South Orange County Community College District a California community college district and political subdivision of the State of California, on behalf of Saddleback College, Irvine Valley College and Advanced Technology Education Park ("ATEP"), hereinafter referred to as "DISTRICT", and Follett Higher Education Group, Inc., an Illinois corporation, hereinafter referred to as "CONTRACTOR". DISTRICT and CONTRACTOR are also referred to collectively as the "Parties" and individually as "Party." "College's" refers to Saddleback, and Irvine Valley College.

1. SCOPE

The CONTRACTOR hereby agrees to manage the Saddleback, Irvine Valley College Bookstores located on the District's Campus locations: 28000 Marguerite Parkway, Mission Viejo, CA / 5500 Irvine Center Drive, Irvine, CA / 15445 Lansdowne Rd, Tustin, CA, during the term of this Agreement.

2. TERM

The duration of this agreement shall be for a period of five (5) years beginning July 1, 2017 with five - one year automatic options to renew to operate the Saddleback, Irvine Valley College Bookstores.

3. CONTRACTOR'S RESPONSIBILITIES

A. The CONTRACTOR shall be responsible for all costs of operating the bookstore, including, but not limited to, the following items:

1. All merchandise inventory cost.
2. All equipment and fixtures not provided by the DISTRICT and necessary to operate the bookstore.
3. Maintenance, in proper condition and repair, of any DISTRICT provided bookstore furniture, fixtures and equipment used by the CONTRACTOR.
4. Maintenance of the wall-mounted fire extinguishers at least once each fiscal year and providing the DISTRICT with necessary documents of proof thereof.
5. Cleaning of the office, display/merchandising and receiving/warehousing areas.
6. Maintain clean, dry floors in the service areas at all times.
7. All telephone and computer access expenses, including on-line faculty book ordering and on-line student transactions.
8. All taxes and insurance costs.



9. Extermination and pest control services.
10. All vehicle and transportation costs required for the operation.
11. All office and operating supplies.
12. All advertising and promotion costs.
13. Removal of all trash and garbage to District-provided waste receptacles.
14. Provide enhanced bookstore services during peak times as needed including limited ancillary services on campus and periodically at off-site locations.
15. Bookstore must have security measures in place to prevent theft, (technology, staffing).

B. The CONTRACTOR shall also be responsible for:

1. All labor costs, Social Security tax, and unemployment insurance.
2. All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR'S employees. All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
3. CONTRACTOR shall hire whenever possible College students for both part-time and temporary positions and take into consideration academic commitments of student employees in scheduling responsibilities and hours.
4. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR'S personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.

- C. CONTRACTOR shall at the minimum remain in operation during all instructional terms of the year. The CONTRACTOR shall have the Bookstore(s) fully stocked, textbooks shelved and sell-ready one week prior to the start of classes. CONTRACTOR shall remain in operation during all instructional terms of the year. CONTRACTOR shall confer with the College in establishing and maintaining bookstore hours to adequately serve day and night students during the regular term and extend its hours during opening and rush periods. Hours and days of operations shall be agreed upon by both parties, including days that the bookstore shall be open before each instructional term. CONTRACTOR shall adjust its business hours to accommodate Saddleback, Irvine Valley College Bookstore special events, such as major athletic games, homecoming, commencement, parent's weekends, and campus lectures.



- D. CONTRACTOR shall, at Saddleback, Irvine Valley College Bookstores, provide enhanced services and/or resources (e.g. portable tables, kiosks with computer access to assist with orders) during the first two weeks of the fall and spring semesters and the first three days of all late start classes as well as the first three days of summer terms. Provide Bookstore sales and support at offsite locations for the College's Adult Education programs, a minimum of two times per site, at the beginning of each semester.

ATEP: CONTRACTOR will provide Free Delivery, Online Ordering, POP up locations, Vending Services, and three (3) year service plan based on availability until such time as a permanent location is established.

- E. CONTRACTOR shall collect fees and report collections in the following manner:
1. CONTRACTOR shall collect fees for various College or student activities and Orange County Transit District passes and remit to DISTRICT monthly by check with an accounting sheet indicating specific categories of fee collection. These fees will not be considered revenues for purpose of any commission computation.
 2. CONTRACTOR shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards. CONTRACTOR shall provide also for charge sales to Saddleback, Irvine Valley, ATEP, and to South Orange County Community College District on their own accounts, payable thirty (30) days from statement date. CONTRACTOR shall accept personal and Saddleback, Irvine Valley College Bookstores checks from students, faculty and staff in reasonable amounts in payment for purchases, subject to appropriate identification.
 3. CONTRACTOR shall establish an automated and integrated accounting system whereby students in special programs such as EOPS/CARE and CalWORKs may purchase books with charges billed to these programs directly.
 4. CONTRACTOR shall accept financial aid bookstore vouchers.
 5. CONTRACTOR shall accept student ID debit cards if implemented by the Colleges.
- F. CONTRACTOR shall provide to every person purchasing a textbook during term written information describing the bookstore policies and procedures.
- G. CONTRACTOR shall provide on-line bookstore services for students and staff that integrates registration, etc., with the present IT systems and will maintain such integration, at CONTRACTOR'S cost. Any IT software system's version upgrade must be implemented and integrated within 30 days. Contractor will troubleshoot IT software system problems and will use best efforts to resolve within 3 days.
- H. CONTRACTOR shall provide merchandise bags printed with the college logo. These bags may also have the CONTRACTOR'S name and logo.
- I. CONTRACTOR shall maintain an inventory system for new and used textbooks that will promote service to the faculty and maximize the number of used books for the students. Inventory system and results shall be available for review by the DISTRICT at the DISTRICT'S discretion.



- J. CONTRACTOR shall specify its textbook order/reorder process and its methods for:
1. Notification to DISTRICT of out-of-stock and out-of-print titles in a timely manner
 2. Notification to DISTRICT of textbook arrivals.
 3. Provide proposed forms for distribution to faculty for reporting inventory and assisting with reorder process.
- K. CONTRACTOR shall provide appropriate signage at the bookstore, including posting operating hours at the store entrance. CONTRACTOR agrees that DISTRICT'S approval in advance is required for any proposed new sign.
- L. CONTRACTOR shall coordinate and arrange with Saddleback, Irvine Valley College or other vendors as appropriate the ability to sell small supplies such as Scantrons, blue books, pencils, pens, etc. This arrangement may be satisfied by installing a vending machine in a convenient location.
- M. CONTRACTOR ensures it will not sell questionable merchandise at the Saddleback, Irvine Valley College Bookstores. In cases in which the DISTRICT questions the sale of items it considers objectionable, CONTRACTOR will discontinue the display and sale of those items immediately.
- N. CONTRACTOR to provide College Library, a single copy of textbooks, at no cost to the colleges, when books are out-of-stock. This may be due to late shipments or not enough numbers of textbooks available.
- O. CONTRACTOR shall display the "Required" books in the manner that is obvious and in plain sight of the students. Recommended books must be clearly marked as recommended so to not be confused with the "Required" books.
- P. CONTRACTOR shall send confirming email to the Instructor when her/his book adoption is received.
- Q. CONTRACTOR to guarantee and provide the number of textbooks required when the textbook adoption is received at least 30 days before the start of classes and no issues outside CONTRACTOR'S control, such as out- of-print, out-of-stock, foreign titles, etc.
1. Should the CONTRACTOR not meet this guarantee, CONTRACTOR will contribute \$500 to the Saddleback College, Irvine Valley College scholarship fund for each class/title affected, and will give each student affected a \$10 bookstore gift card.
 2. In addition, CONTRACTOR will overnight, at their sole expense, additional textbooks to meet the demand.
 3. CONTRACTOR to advertise the student's out of stock policy.
- R. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the facility. Should a circumstance arise when CONTRACTOR is deemed responsible for wear or damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.



- S. CONTRACTOR shall provide DISTRICT with records, if requested, for a monthly report that shall include the total net sales and fee income. Contractor shall maintain accurate, complete and separate books of account according to accepted standards of accounting, reflecting its operations on a fiscal year basis (July 1- June 30), together with appropriate supporting data and documents. These books will be made available for audit by the DISTRICT Auditors, and/or DISTRICT or College representatives.
- T. CONTRACTOR shall assume sole responsibility for damage or losses, regardless of cause, to any and all property of the CONTRACTOR located in or on DISTRICT property.
- U. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT'S premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.

4. CONSIDERATION

- A. CONTRACTOR agrees to pay a commission percent of gross revenue, with a guarantee of minimum per annum. Gross Revenue shall be considered to be monies collected by the Bookstore or the Store's world wide web page, catalog, or mail order function, including text rental fees and replacement costs of rental texts not returned, but excluding any text rental processing fees, less refunds, returns, taxes, commissions earned from rings and graduation regalia, allocations of CONTRACTOR funded scholarships, discounted sales to departmental faculty, staff and others under this Agreement, and sales at less than a 20% gross margin, including but not limited to computer system sales (such as software, hardware and components), and consumer electronics (such as mp3 players, digital cameras and e-readers), all as reasonably calculated by CONTRACTOR. When CONTRACTOR sells digital content as agent, CONTRACTOR'S agency fee shall be applicable gross revenue.
- B. Commission computation and payment by check shall be on a monthly basis. The sales analysis, commission computation report and payment will be furnished by the CONTRACTOR to the DISTRICT within twenty (20) calendar days after the close of each month. A late fee is an amount equal to one and one-half percent (1- 1/2%) compounded per month plus \$200 of the DISTRICT'S share will be assessed against the CONTRACTOR for any late remittance.
- C. CONTRACTOR agrees to pay the following commission amounts:
 - 1. Saddleback College: 14.5% of Commissionable Sales and materials credit up to \$4,000,000 and 15.5% of Commissionable Sales and materials credit for sales over \$4,000,000 and 7% on digital textbooks for each year of the contract: If in the first full year during the term of this Agreement, calculated commission payments to DISTRICT are less than \$550,0000 ("Guaranteed Annual Income"), CONTRACTOR will pay DISTRICT an additional amount necessary to bring total payments to DISTRICT for that



year up to the Guaranteed Annual Income. CONTRACTOR will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety (90%) of the calculated commission on gross revenue of the immediately preceding year. The guarantee would rise annually as sales increase. OR:

CONTRACTOR shall pay \$550,000 the guaranteed payment ("Minimum Annual Guarantee") to DISTRICT (Saddleback College) or the applicable percentage of commissionable sales ("Percentage of Commissionable Sales"), whichever is greater.

2. Irvine Valley College: 14.5% of Commissionable Sales and materials credit up to \$4,000,000 and 15.5% of Commissionable Sales and materials credit for sales over \$4,000,000 and 7% on digital textbooks for each year of the contract: If in the first full year during the term of this Agreement, calculated commission payments to DISTRICT are less than \$450,000 ("Guaranteed Annual Income"), CONTRACTOR will pay DISTRICT an additional amount necessary to bring total payments to DISTRICT for that year up to the Guaranteed Annual Income. CONTRACTOR will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety (90%) of the calculated commission on gross revenue of the immediately preceding year. The guarantee would rise annually as sales increase. OR:

CONTRACTOR shall pay \$450,000 the guaranteed payment ("Minimum Annual Guarantee") to DISTRICT (Irvine Valley College) or the applicable percentage of commissionable sales ("Percentage of Commissionable Sales"), whichever is greater.

- D. In addition, CONTRACTOR will make a \$100,000 one-time payment within 90 days to DISTRICT (\$50,000 for Saddleback, and \$50,000 for Irvine Valley College) of the execution of a mutually acceptable contract. This payment will be subject to amortization and repayment by DISTRICT to CONTRACTOR in the event the agreement is terminated prior to 6/30/2022, not to exceed \$25,000 for each college, Saddleback and Irvine Valley College.

5. EXCLUSIVE FRANCHISE

- A. CONTRACTOR shall be, during the duration of this contract, the only authorized bookstore on campus. The DISTRICT will cooperate with the contractor and use its highest offices to prevent or discourage unauthorized competitive activities. Occasionally, the Friends of the Library or some student groups may request authorization to conduct used book sales to raise funds for their programs; the college will consult and coordinate with the CONTRACTOR prior to authorizing these events.
- B. CONTRACTOR will also have the right to use the SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE seal and logo on items such as stationary, soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in campus bookstores.
- C. CONTRACTOR agrees that the bookstore may sell gum, candy, and prepackaged goods but no other food or beverage items those conflicts with existing food service contracts. Any



changes to the items offered for sale must be specifically authorized by the DISTRICT. DISTRICT and CONTRACTOR will review product offerings on an annual basis.

- D. The above notwithstanding, the DISTRICT cannot restrict other business to advertise on campus as long as they comply with the pertinent board policies. In that context, business offering textbooks for sale have occasionally advertised on campus; the DISTRICT does not enforce these vendors and will not allow sales on campus but cannot prevent the advertising from taking place.

6 PRICES

CONTRACTOR agrees to maintain the following retail selling price structure:

- 1) Textbooks – New
 - a. Not more than the publishers' list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to CONTRACTOR at less than a 25% discount off list, plus freight and handling.
- 2) Textbooks - Used cloth, including paperback and other
 - a. Not to exceed 75% of the current new textbook selling prices.
- 3) Textbooks - Rentals
 - a. CONTRACTOR will set rental fees for each title, and students will be given an option to purchase rentals at the end of the term at discounted prices. Each title's fee may vary as a percentage of the new textbook selling price.
- 4) E-books and other digital Content
 - a. CONTRACTOR determined pricing: Not to exceed 30% gross margin. (cost divided by .70), plus freight and handling costs.
 - b. Publisher determined pricing: Per publisher's price.
- 5) Course packs, text "package", "kits", "sets", and "bundles", and non-returnable and return- restricted text
 - a. Not to exceed 30% gross margin (cost divided by .70), plus freight and handling costs.
- 6) General Merchandise
 - a. Not more than similar gross profit margin for similar merchandise in the college bookstore industry.
 - b. CONTRACTOR will review expansion of Saddleback, Irvine Valley College clothing lines.

The maximum gross margins for all other merchandise will not exceed the normal gross profit margin within the campus bookstore industry.

Thirty (30) days prior to the beginning of any academic year of operation, the markup of any merchandise or services covered by any portion of this contract may be renegotiated provided the CONTRACTOR can prove to the satisfaction of DISTRICT that costs have increased by that



percentage or more during the preceding one-year period. If satisfactory negotiations cannot be consummated, there is nothing in this paragraph that will prohibit either the CONTRACTOR or DISTRICT from terminating the contract.

7. DISCOUNTS

The following are the percentages of discount offered:

Items purchased by the DISTRICT shall be on a discounted basis. The net price shall be twenty percent (20%) discount from retail, except textbooks, computer hardware, and software.

Faculty and staff will receive a discount of ten percent (10%) from regular retail prices on any item not on sale, excluding textbooks, computer hardware, and software.

Associated Student Activity Cardholders will receive a ten percent (10%) discount, excluding textbooks, computer hardware and software.

8. BOOK BUYBACKS

CONTRACTOR will purchase used books from the students, year round during regular store hours, and buy back quantities from students have priority over order quantities for new stock from the publishers or wholesalers. The buyback value, for books in a resalable condition for which a firm order has been received by the bookstore and for which inventory is needed, is 50% of new retail price. The buyback value for all other books is, dependent on condition, at current wholesale market pricing. Stack buying, at the buyback counter, is not allowed. Buy back values are stated for each title at the buyback counter. The policy is to buy any textbook for which there is resale market value.

9. DISTRICT (Saddleback, Irvine Valley College) RESPONSIBILITIES

A. The DISTRICT shall:

1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).
2. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for the efficient operation of its bookstore.
3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).



4. Be responsible for and assume the costs of the following:
 - i. Providing building space for bookstore operations.
 - ii. Providing outside trash bin and trash collection services.
 - iii. Cost of the utilities: electricity, heat, and air conditioning.
5. Provide janitorial and grounds maintenance coverage of the areas outside the bookstore.
6. Provide all building replacement lamps required in the bookstore areas.
7. The DISTRICT shall have the right to approve or disapprove all logo and regular merchandise and books to be sold in the bookstore.
8. The DISTRICT will work the CONTRACTOR for necessary textbook adoption no later than May 1st for Fall term, November 1st for Spring term, and March 1st for Summer term.
9. The DISTRICT shall notify the CONTRACTOR of estimated and actual class enrollment figures and work with CONTRACTOR to implement a responsive procedure for notification of class cancellations, over-enrollments, etc., as soon as practicable.

10. INSURANCE

The CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

- A. Operations, contractual, and protective liability subject to the following limits: \$2,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$2,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.
- B. Worker's compensation insurance covering all CONTRACTOR'S employees connected with the performance of the bookstore operations.
- C. The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount.
- D. These policies shall name the DISTRICT, the Board of Trustees, SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE, the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.



- E. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

11. HOLD HARMLESS CLAUSE

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE, and all of their respective officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback, Irving Valley College or their officers, employees or agents.
- B. Liability for damages for injury to or death of any person(s) or damage to loss or theft of any property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

The CONTRACTOR, at CONTRACTOR' s own expense, cost, and risk shall defend at DISTRICT'S request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback, Irvine Valley College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback, Irvine Valley College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. EVALUATION OF SERVICE

- A. The DISTRICT shall have a bookstore committee to appraise and evaluate the operations of the CONTRACTOR. CONTRACTOR will be open to replacement of key employees at the request of DISTRICT should there be issues / concerns that do not improve over time.
- B. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the bookstore at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.

13. TERMINATION



- A. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within forty five (45) calendar days.
- B. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent bookstore operator chosen by the DISTRICT (not to exceed ninety (90) days).
- C. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance and worker's compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.
- D. On any termination for convenience, expiration or non-renewal of this Agreement, DISTRICT shall pay CONTRACTOR the unamortized book value (calculated on the straight-line method from the in-service date[s] over the greater of 5 years or until expiration of this Agreement of all Capital Improvements specified in Section 19 and the One Time Contribution specified in Section 4D above.
- E. DISTRICT may terminate this Agreement with or without cause by giving CONTRACTOR at least 120 days prior written notice of termination. CONTRACTOR may terminate this Agreement with or without cause giving DISTRICT at least 120 days prior written notice of termination in the event District fails to meet accreditation standards set by the State. If CONTRACTOR initiates termination under this section, DISTRICT's repayment obligations under section 4D and 19 will not be enforced.
- F. DISTRICT may terminate this Agreement immediately if CONTRACTOR initiates any bankruptcy proceeding, or if any such proceeding initiated against CONTRACTOR remains undismissed for 60 days.

14. LICENSING AND PERMITS

It is expressly understood that the CONTRACTOR assumes sole responsibility for the observances of, and so observes and complies, with all provisions of federal, state, and local laws relating to or governing the operation of bookstores. All licenses and permits shall be obtained and paid for by the CONTRACTOR.

15. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR excluding property taxes.

The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contract or otherwise.

16. FINANCIAL RECORDS



It is expressly understood that the CONTRACTOR shall maintain financial records in accordance with standard accounting practices and procedures and shall make all records available to an independent auditor appointed by the DISTRICT and the Office of the Auditor General of the State of California as its request. The financial obligation to the auditing firm shall be met by the DISTRICT. Records, data and documents shall be retained for five (5) years after the end of each contract year.

17. SCHOLARSHIPS

- A. CONTRACTOR agrees to provide \$20,000 annually in textbook scholarship contributions. (\$10,000 for Saddleback, and \$10,000 for Irvine Valley College). The scholarships will be awarded by each College administration.
- B. CONTRACTOR agrees to provide \$20,000 (\$10,000 for Saddleback and \$10,000 for Irvine Valley College) annually in Bookstore Credit for the Campus Textbook loan program. These funds would be converted to General Scholarship Contributions should Saddleback, and/or Irvine Valley College not go forward with a Textbook loan program.

18. DONATIONS

CONTRACTOR agrees to donate \$10,000 in textbooks annually \$5,000 to Saddleback College, and \$5,000 to Irvine Valley College Library.

CONTRACTOR agrees to provide support for events including \$10,000 in bookstore credit (\$5,000 for Saddleback and \$5,000 for Irvine Valley College) including "Opportunity drawing donations".

19. CAPITAL IMPROVEMENT

CONTRACTOR agrees to spend \$100,000 in capital improvements. (Saddleback: Campus Store Renovation \$25,000 plus Exterior Signage \$25,000) (Irvine Valley College: Campus Store Renovation \$25,000 plus Exterior Signage \$25,000) Should there be any unspent funds, the Contractor agrees to provide additional textbook scholarships. Should the contract terminate before June 30, 2022, the Colleges (Saddleback, Irvine Valley College) agree to pay CONTRACTOR a prorated amount for early termination of the contract. Example: if CONTRACTOR spends the full amount \$100,000 and the Contract is terminated on June 30th, 2022, the DISTRICT will be responsible to pay \$50,000 (\$25,000 for Saddleback and \$25,000 for Irvine Valley College) for early termination.

CONTRACTOR and DISTRICT shall mutually work to determine the scope of work and plan of implementation of the remodel / sign / graphics update. Upon mutual agreement, the District (Saddleback, and Irvine Valley College) may initiate work and be reimbursed by CONTRACTOR. All work must meet DSA (Department of State Architect) guidelines and requirements.

20. PARKING

Parking at Saddleback, Irvine Valley College by the CONTRACTOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.



21. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

22. ASSIGNMENT/ADVERTISEMENT

The contract shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT bookstore facilities by third parties without the express written consent of the DISTRICT. This contract is made for the exclusive benefit of the parties, and no benefit to any third party is intended. The CONTRACTOR shall not use DISTRICT facilities for purposes not relating to the DISTRICT without prior written consent of the DISTRICT.

A. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

23. AMENDMENT

The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification and agreed upon by both parties.

24. NOTICE

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

CONTRACTOR:

Follett Higher Education Group, Inc.
Clay Wahl
President
3 Westbrook Corporate Center
Suite 200
Westchester, IL 60154

DISTRICT:

Dr. Debra L. Fitzsimmons
Vice Chancellor of Business Services
South Orange County Community
College District
28000 Marguerite Pkwy.
Mission Viejo, CA 92692

25. NON-DISCRIMINATION



In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT'S adopted affirmative action policy.

26. COMPREHENSIVENESS

- A. If any provision of the Agreement, as applied to either Party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.
- B. The complete contract includes documents, Information Required of Bidder, Insurance Policies, List of District Furnished Equipment, Contractor's Certificate Regarding Worker's Compensation, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

IN WITNESS WHEREOF, Parties hereby agree.

FOLLETT HIGHER EDUCATION GROUP, INC.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Signature of Authorized Representative

Print Name: **Clay Wahl**

Print Title: **President**

Date: **5/24/2017**

BY:

Signature of Authorized Representative

Print Name

Print Title

Date

District's Board of Trustee's

Approval Date :

District Initiating
Department

District Contact Name

District Contact Phone
Number

Funding Source (G/L
Account)

District – Business Services

Jon A. Aasted – Executive Director of Business Services

949-582-4693

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Modular Wall Systems, Foundation for California Community Colleges, Agreement No. CB-212-17, DIRT Environmental Solutions, Inc.

ACTION: Approval

BACKGROUND

California Public Contract Code Section 20652 allows a Community College District to acquire supplies by utilizing an existing contract from another public entity. The Foundation for California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057 (b). The Foundation has an existing administrative services agreement, Agreement No. CB-212-17, DIRT Environmental Solutions, Inc.

STATUS

Recently legal counsel has approved the use of the Foundation for California Community Colleges piggyback contracts. Staff has determined that there are additional incentives which may be incurred by the district to procure modular wall systems using the Foundation for California Community College's agreement with DIRT Environmental Solutions, Inc., Agreement No. CB-212-17. This agreement is available for review in the Purchasing and Contracts Department

The assistant vice president of instruction office and the emeritus office at Saddleback College require the use of modular walls. Other projects are likely to occur during the term of Agreement No. CB-212-17, and this approval applies to purchases made within the term of the agreement, December 5, 2013 to June 30, 2018. Use of the agreement is contingent upon the availability of funds for each purchase.

Funds are available in the colleges' and district services accounts with expenditures not to exceed \$500,000 per fiscal year.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement with DIRT Environmental Solutions, Inc. for the purchase of modular wall systems, pursuant to the Foundation of California Community Colleges Administrative Services Agreement No. CB-212-17, with annual expenditures not to exceed \$500,000 for the term of the agreement which ends June 30, 2018.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Agreement for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) Approved Portable Buildings, SSPU No. 40-90/2016-17, Elite Modular Leasing and Sales, Inc.

ACTION: Approval

BACKGROUND

The need for portable building use on district site locations is reviewed on occasion. Irvine Valley College has a need to lease DSA approved portable buildings to be used for the DSPS Testing Center.

California Public Contract Code Section 20652 allows a community college district to acquire equipment by utilizing an existing contract of another public entity. Savanna School District of Anaheim, California has an existing agreement that includes a piggyback clause with Elite Modular Leasing and Sales, Inc. for the purchase, lease, relocation, dismantling, and removal of Division of the State Architect (DSA) approved portable buildings, SSPU No. 40-90/2016-17.

STATUS

District and college staff have reviewed pricing and available discounts and have determined the Savanna School District agreement meets the district's requirements. The agreement has been evaluated and approved for use by legal counsel and is available for review in the Purchasing and Contracts Department.

This approval applies to purchases and leases made within the term of the agreement, January 17, 2017 to January 16, 2022, and is contingent upon the availability of funds for each purchase or lease.

Funds are available in the colleges' and district services accounts with expenditures not to exceed \$500,000 per fiscal year.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees Approve the agreement with Elite Modular Leasing and Sales, Inc. for the purchase, lease, relocation, dismantling, and removal of Division of the State Architect (DSA) approved portable buildings, pursuant to the Savanna School District, SSPU No. 40-90/2016-17, with annual expenditures not to exceed \$500,000 for the term of the agreement which ends January 16, 2022.

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreement, Amendment No. 3 with Advance Beauty College, Amendment No. 2 with New America Beauty Education Corp., DBA Hair California Beauty Academy, and Amendment No. 2 with Saddleback Beauty Academy

ACTION: Approval

BACKGROUND

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician (Esthetician) programs.

On June 23, 2014, the Board of Trustees approved agreements with Advance Beauty College and New America Beauty Education Corp., DBA Hair California Beauty Academy through June 30, 2016, with options to renew for three additional one year terms for Cosmetology and Cosmetician (Esthetician) Education Services at Saddleback College. On October 26, 2015, the Board of Trustees approved Amendment No. 1 with Advance Beauty College increasing the hourly rate to \$5.00. On September 28, 2015, the Board of Trustees approved the agreement with Saddleback Beauty Academy through June 30, 2017, with the option to renew for three additional one-year terms. On December 15, 2016, Amendment No.1 to the agreement with Saddleback Beauty Academy updated the management contact information.

STATUS

Saddleback College requested the District renew the Cosmetology and Cosmetician contracts for Advance Beauty College (EXHIBITS A and B), Hair California Beauty Academy (EXHIBITS C and D), for the second one-year extension, and Saddleback Beauty Academy (EXHIBITS E and F) for the first one-year extension. The term for all amendments will begin July 1, 2017 and end June 30, 2018.

Funds are available in the college's general fund budget to address an annual total cost for all vendor contracts estimated at \$1,225,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 3 with Advance Beauty College, Amendment No. 2 with New America Beauty Education Corp., DBA Hair California Beauty Academy, and Amendment No. 2 with Saddleback Beauty Academy to renew the Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for the term July 1, 2017 to June 30, 2018.

Item Submitted By: *Dr. Todd A. Burnett, President*

Kim McCord, Acting Vice Chancellor, Business Services



**AMENDMENT No. 3
TO VOCATIONAL ESTHETICIAN
EDUCATION SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

June 26, 2017

THIS AMENDMENT Number 3 shall modify the original agreement dated July 1, 2014 and Amendment Number 1 dated October 26, 2015 and Amendment 02 dated April 25, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and ADVANCE BEAUTY COLLEGE, hereinafter referred to as "CONTRACTOR."

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the second of three one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from June 30, 2017 to June 30, 2018, under the same terms and conditions of the original agreement.

A. Student Kit – Material Fees

In accordance with Education Code 76365, students may be charged for necessary instructional materials. The students may choose to purchase these materials from one of, at least, three identified providers. Service providers and student will be provided a standard student kit list for Cosmetology (and Esthetics). The components of this kit will be provided by the CONTRACTOR to each student for a material fee of \$1,800. The items in the student kit will be provided to the student within two weeks of commencement of study. Items may not be substituted with prior written approval from Saddleback College. The items listed in the student kit list will be reviewed annually.

B. Contractor Instructor Qualifications / Instructional Support by College

CONTRACTOR shall provide one (1) instructor per twenty five (25) students. The instructor will meet minimum qualifications as defined by the California Community College Office of the Chancellor and be licensed and instructionally qualified by the State of California, Consumer Affairs division. Instructors who do not meet listed minimum qualifications may request Saddleback College and the South Orange County Community College District to review their qualifications for equivalency. In the event the CONTRACTOR does not have a qualified instructor during scheduled instructional hours, Saddleback College may dismiss the students from instruction for the period or provide a substitute qualified instructor. If a Saddleback College instructor provides instructional hours to the students, the students present shall be granted instructional hours towards completion. In addition, the CONTRACTOR may not charge the

Saddleback College for instructional training during the period in which the Saddleback College instructor provides instructional hours to the students.

- C. CONTRACTOR shall provide to DISTRICT notification of changes to, extensions and/or cancellations of NACCAS Accreditation within 24 hours of receiving such notification.

D. Policies and Procedures / Student Discipline / Incidents / Media

CONTRACTOR agrees to comply with DISTRICT policies and procedures regarding Harassment and Discrimination Prevention and Complaint Procedures (BP/AR 4000.5) and reporting of sexual and other assault (BP/AR 5404), provided in Appendix A.

The DISTRICT / Saddleback College will assume responsibility for dealing with student conduct issues, or breach of site policies in coordination with the Saddleback College's compliance with DISTRICT and college policies which are identified in the current Student Handbook (attached as *Appendix A*).

If a representative of the DISTRICT / Saddleback College does not witness an incident of student misconduct, CONTRACTOR agrees to provide factual information about the incident to the DISTRICT / Saddleback College contact so that the Saddleback College can follow DISTRICT policies and due process with the student.

CONTRACTOR must provide access to their emergency preparedness plans to DISTRICT faculty and staff, who will ensure that students know what to do in the event of an emergency.

CONTRACTOR must send all Media inquiries regarding DISTRICT / Saddleback College or student matters to the Saddleback College's Director of Marketing and Communications, Saddleback College at (949) 582-4320.

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

“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Advance Beauty College

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

By: _____
Name

Title: _____

Date: _____

Date: _____

Appendix A District and College Policies and Procedures

Emergency Support Services

In cases of emergency call 9-1-1. For non-emergency matters, contact the Orange County Sheriff's Department at (949) 770-6011. For other law enforcement matters, local Police Departments should be contacted. Saddleback College Campus Police works with and coordinates with all local law enforcement agencies.

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Under law commonly referred to as the Clery Act, postsecondary institutions participating in the Title IV student financial aid programs are required to:

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**AMENDMENT No. 3
TO VOCATIONAL COSMETOLOGY
EDUCATION SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

June 26, 2017

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“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Advance Beauty College

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____

Name

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Date: _____

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**AMENDMENT No. 2
TO VOCATIONAL COSMETOLOGY
EDUCATION SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

June 26, 2017

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“DISTRICT”

South Orange County Community College District

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Date: _____

“CONTRACTOR”

New America Beauty Education Corp
dba Hair California Beauty Academy

By: _____

Name

Title: _____

Date: _____

Appendix A District and College Policies and Procedures

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EDUCATION SERVICES AGREEMENT
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“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

New America Beauty Education Corp
dba Hair California Beauty Academy

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____

Name

Title: _____

Date: _____

Date: _____

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CONTRACTOR shall provide one (1) instructor per twenty five (25) students. The instructor will meet minimum qualifications as defined by the California Community College Office of the Chancellor and be licensed and instructionally qualified by the State of California, Consumer Affairs division. Instructors who do not meet listed minimum qualifications may request Saddleback College and the South Orange County Community College District to review their qualifications for equivalency. In the event the CONTRACTOR does not have a qualified instructor during scheduled instructional hours, Saddleback College may dismiss the students from instruction for the period or provide a substitute qualified instructor. If a Saddleback College instructor provides instructional

hours to the students, the students present shall be granted instructional hours towards completion. In addition, the CONTRACTOR may not charge the Saddleback College for instructional training during the period in which the Saddleback College instructor provides instructional hours to the students.

- C. CONTRACTOR shall provide to DISTRICT notification of changes to, extensions and/or cancellations of NACCAS Accreditation within 24 hours of receiving such notification.

D. Policies and Procedures / Student Discipline / Incidents / Media

CONTRACTOR agrees to comply with DISTRICT policies and procedures regarding Harassment and Discrimination Prevention and Complaint Procedures (BP/AR 4000.5) and reporting of sexual and other assault (BP/AR 5404), provided in Appendix A.

The DISTRICT / Saddleback College will assume responsibility for dealing with student conduct issues or breach of site policies in coordination with the Saddleback College's compliance with DISTRICT and college policies which are identified in the current Student Handbook (attached as *Appendix A*).

If a representative of the DISTRICT / Saddleback College does not witness an incident of student misconduct, CONTRACTOR agrees to provide factual information about the incident to the DISTRICT / Saddleback College contact so that the Saddleback College can follow DISTRICT policies and due process with the student.

CONTRACTOR must provide access to their emergency preparedness plans to DISTRICT faculty and staff, who will ensure that students know what to do in the event of an emergency.

CONTRACTOR must send all Media inquiries regarding DISTRICT / Saddleback College or student matters to the Saddleback College's Director of Marketing and Communications, Saddleback College at (949) 582-4320.

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

“DISTRICT”

South Orange County Community College District

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

Date: _____

“CONTRACTOR”

Lankay International
dba Saddleback Beauty Academy

By: _____
Name

Title: _____

Date: _____

Appendix A District and College Policies and Procedures

Emergency Support Services

In cases of emergency call 9-1-1. For non-emergency matters, contact the Orange County Sheriff's Department at (949) 770-6011. For other law enforcement matters, local Police Departments should be contacted. Saddleback College Campus Police works with and coordinates with all local law enforcement agencies.

Victims of Sexual Assault

Any student, faculty, or staff member who is a victim of sexual assault, sexual misconduct, domestic violence, dating violence, or stalking shall receive information and treatment set forth in Administrative Regulation 5404 (California Education Code, Section 67385). SOCCCD Administrative Regulation 5404 can be found at http://www.socccd.edu/about/about_boardpolicy6.html.

For completely confidential support, please direct the student to contact the Saddleback College Director of Student Health Services in Room SSC 177, (949) 582-4606, or to www.saddleback.edu/shc/sexual-assault.

For private, non-confidential support, students are to be directed to contact the Title IX Coordinator, Saddleback College Vice President for Student Services, Room AGB 126, (949) 582-4566.

If an instructor is informed of or witnesses a sexual assault, sexual misconduct, domestic violence, dating violence, or stalking involving a student or college employee, **this information must be reported under law** to the Title IX Coordinator, Saddleback College Vice President for Student Services, Room AGB 126, (949) 582-4566.

Rules and Regulations for Student Behavior

Saddleback College students are responsible for regulating their own conduct and for respecting the rights and privileges of others in accordance with the Code of Conduct set by the District Board of Trustees (Administrative Regulation 5401). Saddleback students are expected to conduct themselves in a manner compatible with the function of the college as an educational institution and respect and obey all civil and criminal laws. Failure to show respect for the standards as set forth by Saddleback College is cause for disciplinary action, regardless of location of instruction.

Standard of Student Conduct

In compliance with California Education Code Section 66300 and in keeping with Saddleback College's Rules and Regulations of Student Behavior, Standards of Student Conduct regulations have been established and are outlined in the Saddleback College Student Handbook. Students may be disciplined for one or more of the stated causes related to college activity or attendance. Range of Sanctions and Disciplinary Actions are also described in the *Saddleback College Student Handbook*.

The Clery Act

Under law commonly referred to as the Clery Act, postsecondary institutions participating in the Title IV student financial aid programs are required to:

- Collect, classify, and count crime reports and statistics;
- Issue campus alerts;
- Publish an annual security report;
- Submit crime statistics to the Department of Education; and
- Maintain a daily crime log.

Saddleback instructors will be provided this information. If a Saddleback student employee is the victim of a crime at an off-campus facility as part of an instructional activity, the incident must be reported to the local law enforcement agency where the incident occurred. In addition, an incident report needs to be submitted to the Vice President for Student Services. If a criminal act against a student or SOCCCD employee is observed by a representative of the facility, that person should provide factual information about the incident to the college contact. Current Saddleback's emergency information and annual Clery report and contact information is available at: <http://www.saddleback.edu/police>



**AMENDMENT No. 2
TO VOCATIONAL COSMETOLOGY
EDUCATION SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

June 26, 2017

THIS AMENDMENT No. 2 shall modify the original agreement dated October 1, 2015 and Amendment No. 1 entered into on December 15, 2016 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and Lankay International dba Saddleback Beauty Academy, hereinafter referred to as “CONTRACTOR.”

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the Parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the first of three one-year extensions;

NOW, THEREFORE, the Parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from July 1, 2017 to June 30, 2018, under the same terms and conditions of the original agreement with the exception of the following additions:

A. Student Kit – Material Fees

In accordance with Education Code 76365, students may be charged for necessary instructional materials. The students may choose to purchase these materials from one of, at least, three identified providers. Service providers and student will be provided a standard student kit list for Cosmetology (and Esthetics). The components of this kit will be provided by the CONTRACTOR to each student for a material fee of \$1,800. The items in the student kit will be provided to the student within two weeks of commencement of study. Items may not be substituted with prior written approval from Saddleback College. The items listed in the student kit list will be reviewed annually.

B. Contractor Instructor Qualifications / Instructional Support by College

CONTRACTOR shall provide one (1) instructor per twenty five (25) students. The instructor will meet minimum qualifications as defined by the California Community College Office of the Chancellor and be licensed and instructionally qualified by the State of California, Consumer Affairs division. Instructors who do not meet listed minimum qualifications may request Saddleback College and the South Orange County Community College District to review their qualifications for equivalency. In the event the CONTRACTOR does not have a qualified instructor during scheduled instructional hours, Saddleback College may dismiss the students from instruction for the period or provide a substitute qualified instructor. If a Saddleback College instructor provides instructional hours to the students, the students present shall be granted instructional hours towards completion. In addition, the CONTRACTOR may not charge the Saddleback College for

instructional training during the period in which the Saddleback College instructor provides instructional hours to the students.

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CONTRACTOR agrees to comply with DISTRICT policies and procedures regarding Harassment and Discrimination Prevention and Complaint Procedures (BP/AR 4000.5) and reporting of sexual and other assault (BP/AR 5404), provided in Appendix A.

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“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Lankay International
dba Saddleback Beauty Academy

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

By: _____
Name

Title: _____

Date: _____

Date: _____

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TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College, Cafeteria and Catering Services Agreement, S&B Foods

ACTION: Approval

BACKGROUND

The current five year agreement for the Cafeteria Operation and Satellite/Coffee Cart Services for Saddleback College expires on June 30, 2017.

STATUS

On March 17, 2017 and March 24, 2017, SOCCCD ran a newspaper advertisement for Saddleback College Cafeteria Operation and Satellite Coffee Cart services, Bid No. 2062. Additional marketing efforts included posting the bid on the district website and sending it to fourteen vendors provided by the Saddleback College fiscal office, many of whom had expressed prior interest in providing food services. On March 28, 2017, staff held a mandatory pre-proposal meeting and two vendors attended. On April 14, 2017, no proposals were provided for the Cafeteria services and one proposal was received for the Satellite Coffee Cart services only. No proposals were received for cafeteria operations.

The college has identified the need to renovate the kitchen and dining hall in order to attract food service vendors who are able to provide a first rate dining experience to meet the needs of the college community. The college reached out to the current vendor, S & B Foods, with a request to continue providing food services until the cafeteria can be renovated. S&B Foods has agreed to continue providing food services at Saddleback College.

This is a revenue generating contract with benefits provided to the college equaling approximately \$48,000 annually.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement with S&B Foods for Cafeteria and Catering Services at the Saddleback College (EXHIBIT A) for a two year agreement with three one year extensions in the amount of \$48,000 annual estimated revenue from July 1, 2017 to June 30, 2019.

Item Submitted By: *Dr. Tod A. Burnett, President*
Kim McCord, Acting Vice Chancellor, Business Services



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE FOOD SERVICES OPERATIONS AGREEMENT**

S&B FOODS

JULY 1, 2017 TO JUNE 30, 2019

This AGREEMENT, is made this 27th day of June 2017, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and S&B Foods, a California corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, the DISTRICT fosters sustainable food service that economically supports environmentally sustainable food systems as a way of contributing to the quality of life in the region;

WHEREAS, the DISTRICT and Saddleback College chose this VENDOR as one who can deliver a variety of high quality, sustainably produced and procured, foods on a daily basis;

WHEREAS, CONTRACTOR is specially experienced and competent to provide to the DISTRICT the scope of services identified herein and has indicated its willingness and commitment to provide such services on the terms hereafter set forth in this AGREEMENT; and

WHEREAS, in accordance with Education Code Section 88004.5, a community college district may enter into a contract for management consulting services relating to food service for a term not to exceed one year, renewable on a year-to-year basis, so long as such contract does not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment.

NOW, THEREFORE, the PARTIES hereto agree as follows:

1. SCOPE

The CONTRACTOR hereby agrees to provide food services on the Saddleback College Campus, located at 28000 Marguerite Parkway, Mission Viejo, CA 92692, during the term of this Agreement.

2. TERM

The duration of this agreement shall be for a period of two years beginning July 1, 2017 with three - one year options to renew to operate the cafeteria and catering services at Saddleback College under these same terms.

3. CONTRACTOR'S RESPONSIBILITIES

A. The CONTRACTOR shall be responsible for all costs of food services operations, including, but not limited to, the following items:

1. Operate the Saddleback College cafeteria and provide catering services for College and Associated Students of Saddleback College-sponsored functions, except as otherwise specified in this Agreement.
2. Provide marketing services including signage as approved through the Food and Beverage Committee and advertisements in the school newspaper, on social media, and on the college website.
3. Maintenance of the food service premises which shall include but not be limited to cleaning of all filter screens, service and maintenance of overhead sprinkler system, and cleaning of the entire hood exhaust system. Sprinkler system and hood exhaust system shall be serviced no less than twice annually, and CONTRACTOR shall provide proof of maintenance to the DISTRICT.
4. Maintain in safe and proper working condition and repair, at CONTRACTOR's expense, all food service furniture, fixtures and equipment used by CONTRACTOR in the food preparation and service areas.
5. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agent or employees, or acts of God, CONTRACTOR shall replace, at this expense, all lost or broken furniture, fixtures, and equipment with new items of equal or greater quality and value. At the termination of the Agreement, CONTRACTOR shall surrender these items to the DISTRICT. In particular, CONTRACTOR shall be responsible for the replacement of the loss and breakage to the initial inventory of china, glassware, silverware, and all other movable kitchen and serving supplies originally furnished by the DISTRICT. In the event of failure, CONTRACTOR shall replace the following:
 - Stovetop Value: \$2,000
 - Grill Value: \$1,500
 - Fryer Value: \$2,500
6. The cafeteria, kitchens, service rooms, auxiliary storage rooms, dining room and serving facilities shall be used and occupied by CONTRACTOR for the supplying of meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided.
7. Within the first 30 days of contract commencement, CONTRACTOR will complete an initial inventory. The CONTRACTOR will complete an inventory of DISTRICT-owned supplies and equipment each year on or by July 1 of the year for which the inventory is effective with DISTRICT confirmation. In connection therewith, CONTRACTOR shall permit DISTRICT to enter the Facilities to complete this task.
8. CONTRACTOR shall be responsible for installing CONTRACTOR's own equipment, supplies, etc. as required to fulfill this Agreement.
9. Cleaning and maintaining proper sanitation in the food preparation, service, and dining areas, including the staff dining room and the outside dining areas. This shall

include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping, waxing, and shampooing floors as applicable and as needed. Failure to comply with this paragraph shall be cause for termination of this Agreement.

10. Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the Orange County Health Department. Uniforms must be clean and pressed at all times.
11. Furnishing and maintaining two commercial microwave ovens for use by cafeteria customers, one located in the main dining area and the second located in the staff dining area.
12. Removal of all trash and garbage to waste receptacles (DISTRICT-provided). CONTRACTOR shall keep trash and garbage receptacle areas clean at all times.
13. Extermination and pest control services in the Facilities.
14. All linens, towels, uniforms, table linens, and laundry service costs.
15. All paper supplies including disposable plates, cups, napkins and utensils, Styrofoam excluded.
16. All office supplies and telephone expenses.
17. All kitchen supplies not originally furnished by DISTRICT.
18. CONTRACTOR agrees that food services under this Agreement shall remain in operation during the three (3) instructional terms of the year. The regular days of operation for the 2017-2018 academic year shall be as shown on Exhibit A. CONTRACTOR shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Food and Beverage Committee at the monthly meeting. A recommendation will then be taken to the College with a determination provided to the CONTRACTOR within 10 business days of the original proposal received at the monthly meeting.
19. Menus will be provided to the Food and Beverage Committee members monthly for review as requested. CONTRACTOR agrees to meet the Committee's requests regarding menu content unless CONTRACTOR can demonstrate that compliance would impose a financial hardship upon the food services operation to an extent greater than the quality demonstrated in sample menus provided during the RFP process (See Exhibit B). Menus shall be posted and distributed daily/weekly by the CONTRACTOR.
20. CONTRACTOR shall augment current ethnic food choices with greater hot entrée diversity than exists at the time of executing this contract. Additional selections to be determined in discussions held at the monthly Food and Beverage Committee meetings.
21. CONTRACTOR will offer health conscious selections including low-carb style sandwiches, healthy burritos, low-fat selections such as alfalfa sprouts, fresh vegetables, whole wheat breads, low fat cheese, low fat meat items and vegetarian soy items, fresh whole fruit and fresh cut seasonal fruit.

22. CONTRACTOR shall attend and participate in Food and Beverage Committee meetings upon request.
23. CONTRACTOR shall offer at the cafeteria fountain drinks 100% from the designated exclusive beverage CONTRACTOR and have the right to 25% of the shelf space allocated to bottle and can Beverage Products sold in the Cafeteria.
24. CONTRACTOR is aware of the College and DISTRICT'S position of fostering sustainable and environmentally sound practices. CONTRACTOR shall practice sustainability with an approach of continuous improvement. The current practices shall serve to define a baseline expectation including the following:
 - a. Use of non-trans fat oil in all cooking
 - b. Use of brown rather than bleached coffee filters
 - c. Coffee grounds saved for composting performed by the Horticulture Department.
 - d. Use "green" cleaning supplies for which staff is properly trained.
 - e. 100% styro-foam free in all packaging and serving ware.
- B. CONTRACTOR shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.
- C. Upon request, CONTRACTOR shall attend and participate in monthly Food and Beverage Committee meetings.
- D. CONTRACTOR shall be responsible for the following items:
 1. All food costs.
 2. All transportation and vehicle costs required for CONTRACTOR's operation.
 3. CONTRACTOR agrees that no intoxicating beverages shall be kept, sold, or served upon the premises of the DISTRICT (except amounts required for food preparation, i.e., cooking wine).
- E. On termination of the Agreement, CONTRACTOR shall vacate all parts of DISTRICT'S Facilities occupied by it or assignees and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and inspection, and CONTRACTOR shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.
- F. The following minimum food specifications shall be adhered to:

Meats	USDA Choice
Poultry and Eggs	USDA Inspected
Milk and Dairy Products	USDA Grade A
Fresh Fruits and Vegetables	US Fancy or No. 1
Canned Fruits and Vegetables	US Grade A Choice or Fancy
Frozen Foods	US Grade A Fancy
Beverages	National Brands
- G. CONTRACTOR shall provide the College with a phone number where they can be reached 24 hours a day, seven days a week, in case of emergencies. CONTRACTOR shall also provide an e-

mail address for emergency notifications.

- H. CONTRACTOR shall allow the Culinary Department to use the Cafeteria kitchen for special events.
- I. CONTRACTOR shall maintain a separate agreement with the Coffee Cart CONTRACTOR in order to allow compliance with the Health Department.
- J. The CONTRACTOR shall also be responsible for:
 - 1. All labor costs, Social Security tax, and unemployment insurance.
 - 2. All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR's employees. All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
 - 3. CONTRACTOR shall hire whenever possible College students for both part-time and temporary positions and take into consideration academic commitments of student employees in scheduling responsibilities and hours.
 - 4. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
 - 5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR's personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.
 - 6. All servers will be professionally dressed for catering events.

K. HEALTH AND SAFETY REGULATIONS

- 1. The CONTRACTOR shall comply with all federal, state and local health and sanitation regulations relating to personnel and maintenance of the Facilities and shall also comply with any DISTRICT rules and regulations.

Failure to comply with this section within ten (10) days of receiving notice from the DISTRICT of a violation shall be cause for termination of the Agreement in accordance with Paragraph B of this Agreement.
- 2. CONTRACTOR understands that Education Code Sections 88004.5, 88021, 88022, 88023, 88024, and 88025, and any other health criteria established by the DISTRICT, are applicable to all persons providing food service management consulting services under this Agreement.

L. SUPERVISION COORDINATION

CONTRACTOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. CONTRACTOR shall employ a Food Services Manager who shall be

assigned to the cafeteria on a full-time basis. The Food Services Manager shall coordinate all activities connected with representative(s) on an as-needed basis to coordinate enforcement of DISTRICT/COLLEGE policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of CONTRACTOR to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.

- M. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the facility. Should a circumstance arise when CONTRACTOR is deemed responsible for wear or damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.
- N. CONTRACTOR shall assume sole responsibility for damage or losses, regardless of cause, to any and all property of the CONTRACTOR located in or on DISTRICT property.
- O. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT's premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.

4. PAYMENTS BY CONTRACTOR

CONTRACTOR agrees to pay \$4,000 per month to operate on the Saddleback College campus. Payment will be due on the 1st of each month. Payments not received by the 10th of the month will be assessed a 10% (\$400) late charge. DISTRICT reserves the right to give a 30-day termination notice if payments are more than 30 days late.

5. EXCLUSIVE FRANCHISE

- A. The only exclusive food and beverage supplier at Saddleback College will be the beverage vending and soft drink supplier. As such, the following foods may be served on campus:
 - 1. Snack bar foods managed by college clubs at athletic events.
 - 2. Occasional home-baked-item "bake sales"; ethnic food events; theatre, music, art, speech, etc. sponsored by student or faculty groups and approved by DISTRICT or college administration.
 - 3. Pre-packaged foods at Angels for the Arts Events sponsored by the Fine Arts Department.
 - 4. Mobile food trucks at construction sites.
 - 5. Mobile food trucks once a month on the upper quad as approved by DISTRICT or college administration.
 - 6. Mobile food trucks once a week south of Library Road (e.g. on Theatre Circle or in the Village) as approved by DISTRICT or college administration; these weekly food trucks will be scheduled on a day other than Wednesdays.

7. Mobile food trucks within campus and approved by DISTRICT or college administration for evening or weekend events.
 8. Coffee cart services at satellite locations or in the village. Coffee carts may offer pastries or pre-packaged snacks on upper campus and may additionally offer some pre-packaged sandwiches or salads in the Village Café location.
 9. Vending machine snacks.
- B. All CONTRACTORS must comply with the DISTRICT's contract with Pepsi or another exclusive CONTRACTOR to sell soft drinks and other products.

6. CATERING

The Cafeteria and Food Services CONTRACTOR will be required under this contract to provide catering for South Orange County Community College District Board of Trustees and Chancellor events upon request. CONTRACTOR will not be required to cater any other events with estimated invoices of less than \$100 in revenue. Neither the Associated Student Government of Saddleback College, the College, the DISTRICT, or the Saddleback College Foundation, or other organizations that may hold events on campus will be required to utilize S&B Foods for catered events on campus.

7. PRICES

District reserves the right to ensure that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar facilities. Furthermore, CONTRACTOR warrants that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.

8. DISCOUNTS

CONTRACTOR agrees to a ten percent (10%) price discount for current ASB cardholders. Similarly, CONTRACTOR agrees to a ten percent (10%) price discount for Staff and Faculty with current college identification. Such discounts shall be prominently displayed at the point of purchase.

9. DISTRICT RESPONSIBILITIES

A. The DISTRICT shall:

1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).
2. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for operations.
3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).
4. Be responsible for and assume the costs of the following:

5. Providing building space, as needed, for operations.
6. Providing outside trash bin and trash collection services.
7. Cost of the utilities: electricity, heat, and air conditioning.
8. Provide janitorial and grounds maintenance coverage of the areas outside the service area.
9. DISTRICT shall provide cafeteria services CONTRACTOR office space in the cafeteria. The office shall be for the use of the CONTRACTOR during the term of this Agreement.
10. DISTRICT shall provide all necessary keys to insure that CONTRACTOR's supervisory personnel shall have access to facilities at all times.
11. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.
12. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.
13. When equipment owned by the DISTRICT is no longer functional, College and CONTRACTOR will negotiate alternatives. Prior to any/all replacement, CONTRACTOR must obtain an independent analysis confirming need and at no cost to the DISTRICT. The brand, model, and quality shall be at the sole discretion of the DISTRICT, but recommendations by the CONTRACTOR shall be taken under advisement.
14. The DISTRICT's single point of contact for all communication and contract negotiations will be the Director of Fiscal and Contract Services.

10. INSURANCE

The CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

- A. Operations, contractual, and protective liability subject to the following limits: \$2,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$2,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.
- B. Worker's compensation insurance covering all CONTRACTOR'S employees connected with the operation.
- C. The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount.
- D. These policies shall name the DISTRICT, the Board of Trustees, Saddleback College, the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT

and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.

- E. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

11. HOLD HARMLESS CLAUSE

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College, and all of their respective officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Student Government of Saddleback College, or their officers, employees or agents.
- B. Liability for damages for injury to or death of any person(s) or damage to loss or theft of any property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

The CONTRACTOR, at CONTRACTOR' s own expense, cost, and risk shall defend at DISTRICT's request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. EVALUATION OF SERVICE

- A. The DISTRICT may have a food and beverage committee to appraise and evaluate the operations of the CONTRACTOR.
- B. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the operation at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.

13. TERMINATION

- A. Either party shall have the right to terminate the Agreement for any reason upon ninety (90) days' prior written notice to the other party.
- B. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.
- C. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent operator chosen by the DISTRICT (not to exceed ninety (90) days).
- D. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance and worker's compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.
- E. On any termination, expiration or non-renewal of this Agreement, School shall pay Contractor the unamortized book value (calculated on the straight-line method from the in-service date[s] over the greater of 8 years or until expiration of this Agreement of all Capital Improvements specified in Section 19 and the One Time Contribution specified in Section 4D above.

14. LICENSING AND PERMITS

It is expressly understood that the CONTRACTOR assumes sole responsibility for the observances of, and so observes and complies, with all provisions of federal, state, and local laws relating to or governing the operation. All licenses and permits shall be obtained and paid for by the CONTRACTOR.

15. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR excluding property taxes.

The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contract or otherwise.

16. SCHOLARSHIPS

CONTRACTOR is encouraged but not required to provide general scholarship contributions to be administered by the College.

17. DONATIONS

CONTRACTOR is encouraged but not required to donate towards the Saddleback College Food Pantry program.

CONTRACTOR is encouraged but not required to donate food vouchers to be distributed by the

college to low-income students who may experience food insecurity.

18. CAPITAL IMPROVEMENT

Capital improvements projects must be approved by the college. The expense of capital improvement projects will be borne by the CONTRACTOR and will be amortized over an agreed-upon timeline. Should the contract end before the capital improvement expenses are fully amortized, the college will reimburse the CONTRACTOR in full for the unamortized expenses.

19. PARKING

Parking at Saddleback College by the CONTRACTOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.

20. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

21. ASSIGNMENT/ADVERTISEMENT

- A. The contract shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT facilities by third parties without the express written consent of the DISTRICT. This contract is made for the exclusive benefit of the parties, and no benefit to any third party is intended. The CONTRACTOR shall not use DISTRICT facilities for purposes not relating to the DISTRICT without prior written consent of the DISTRICT.
- B. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

22. AMENDMENT

The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification and agreed upon by both parties.

23. NOTICES

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

CONTRACTOR: Roy McDonald, James and Cindy Gau Proprietors 6282 Riviera Circle Long Beach, CA 90815	DISTRICT: Dr. Debra I. Fitzsimmons Vice Chancellor of Business Services South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692
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24. NON-DISCRIMINATION

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT's adopted affirmative action policy.

25. COMPREHENSIVENESS

- A. If any provision of the Agreement as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.
- B. The complete contract includes documents, including the Request for Proposal, Information Required of Bidder, Insurance Policies, List of District Furnished Equipment, Contractor's Certificate Regarding Worker's Compensation, Contractor's Proposal, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

SIGNATURES NEXT PAGE

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

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____
Signature of Authorized Representative
Print
Name _____
Print
Title _____
Date _____

BY: _____
Signature of Authorized Representative
Print
Name **Dr. Debra Fitzsimons**
Print
Title **Vice Chancellor – Business Services**
Date _____
District's Board of Trustee's
Approval/Ratification Date _____

District Initiating Department

District Contact Name

District Contact Phone

Number

[INSERT DISTRICT INITIATING DEPARTMENT]

[INSERT DISTRICT CONTACT NAME]

[INSERT DISTRICT CONTACT EXTENSION]

Exhibit A

Hours of Operation

When classes are in session:

Monday – Thursday:	7:00 a.m. – 9:00 p.m.
Friday:	7:00 a.m. – 2:00 p.m.
Saturday:	10:00 a.m. – 2:00 p.m.

When classes are not in session:

Monday – Thursday:	7:30 a.m. – 1:30 p.m.
Friday:	7:30 a.m. – noon

The facility will be closed when the campus is closed.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Copier Equipment and Related Devices, Agreement No. CB13-012, Xerox Corporation

ACTION: Approval

BACKGROUND

Scheduled replacement of copiers for instructional and office use is an ongoing necessity, as leases end and technology advances each year. For certain uses, equipment manufactured by Xerox Corporation has been selected by the colleges as the standard, and therefore orders for Xerox copiers and related devices are routinely placed according with the needs of the district and the availability of funds. The best prices for this type of equipment are offered through direct from the manufacturer' agreements which are based on volume-discounted prices.

California Public Contract Code Section 20652 allows a Community College District to acquire supplies by utilizing an existing contract from another public entity. The Foundation for California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057 (b). The Foundation has an existing Administrative Services Agreement No. CB13-012 for the lease, purchase and maintenance of copiers from Xerox Corporation.

STATUS

District staff has reviewed the FCCC administrative services agreement with Xerox Corporation and determined the pricing and discounts provided in such agreement will provide the best value. The FCCC Administrative Services Agreement No. CB13-012, is available for review in the Purchasing and Contracts Department. Based on the district's purchase history, the estimated annual cost for leases and maintenance of the Xerox copiers district-wide is not to exceed \$600,000.

Funds are available in the general fund of the colleges' and district services.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement with Xerox Corporation for the purchase, lease of copiers, and services, pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB13-012, with annual expenditures not exceed \$600,000 for the term of the agreement which ends September 30, 2018.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Renovation Project; Explore Option 3, New Building Including Added Square Footage for Growth

ACTION: Approval

BACKGROUND

The state-wide emphasis on the Career Technical Education (CTE) Pathways Initiative and the division needs for flexibility have resulted in the assessment that the current plan for the Advanced Technology and Applied Science (ATAS) Renovation project may not be the best use of funds. The existing ATAS building is scheduled for a foundation repair and associated interior improvements. Neither the structure nor the location allow for major renovation or expansion. The division began to investigate moving one or more of their programs to an offsite facility.

Saddleback College Vice President of Instruction, district staff, the dean for the Division of Advanced Technology & Applied Science and faculty met mid-November and all were in support of recommending a project pause. On December 12, 2016, the Board of Trustees approved a recommendation that no additional money be spent on the ATAS Renovation project allowing for the exploration of a new Saddleback College ATAS building. The Board of Trustees has approved \$20,545,000 to date from basic aid for the Saddleback College ATAS Renovation project.

STATUS

On May 18, 2017, the Vice Presidents of Instruction and Finance and district staff joined the dean at a division meeting, reviewed three options for moving forward and obtained unanimous support for a recommendation to the Board of Trustees for a new Saddleback College ATAS building including added square footage for growth.

Next steps will include action to address any required adjustment to the Program Environmental Impact Report for the 2011 Facilities Master Plan.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve staff to further explore option three for a new Saddleback College Advanced Technology and Applied Science building including added square footage for growth and to support staff action to address associated adjustments to the Program Environmental Impact Report for the 2011 Facilities Master Plan.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

SADDLEBACK COLLEGE

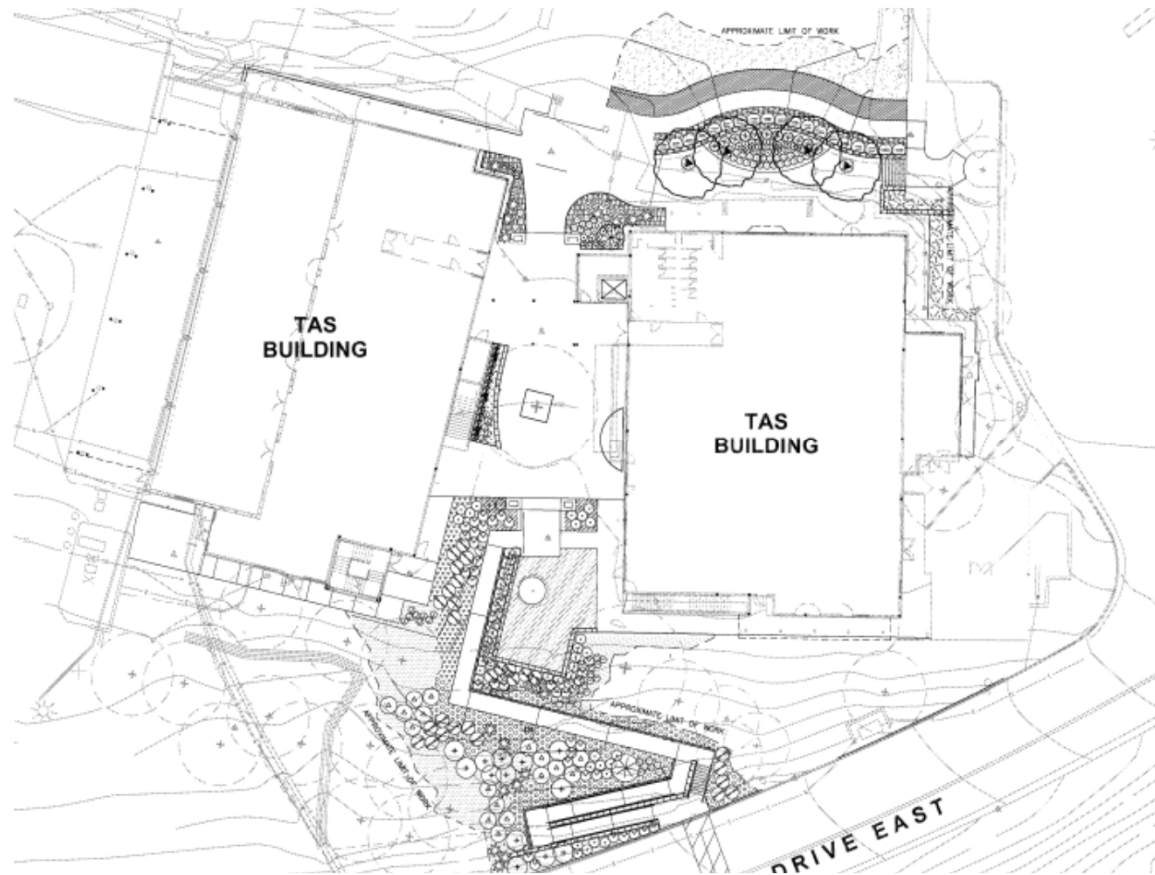
TAS Building

Evaluating Renovation versus New



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Topography

2-3 Acres of sloped engineered fill



TAS Building



Monitoring crack separation

Project Genesis

- Built in 1991, concerns were expressed as early as 1992
- Slab on Grade foundation for North Wing adversely affected by expansive soil at underlying fill and bedrock.
- Differential Settlement measured in North Wing 3.0" in 2005 and 3.6" in 2006
- Differential Settlement measured in South Wing 1.2" in 2012
- 2012 Geo Report determined site could be improved without hazard by removing and replacing the north wing slab on grade and continued monitoring on south wing



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Automotive



Village Portables



Computer Classroom in the Village

Swing to Village and M1 & M2



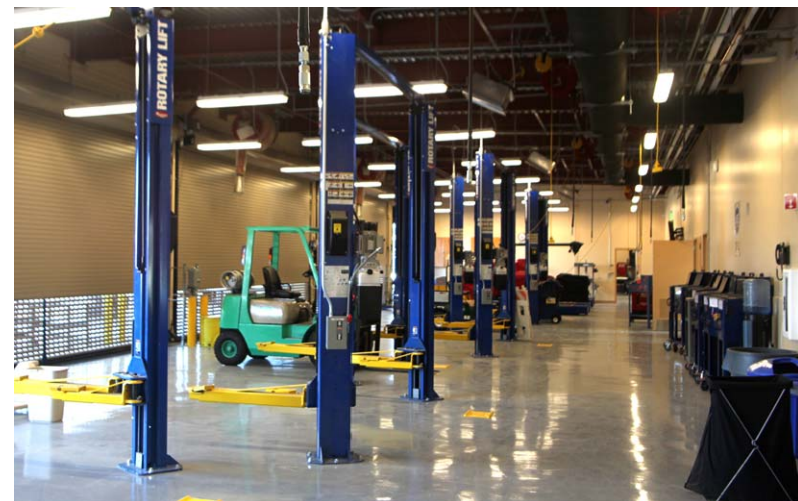
Auto Tech moves to M1 & M2



Previous home to Auto Technology



Temporary Auto Technology Facilities





SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Interior Design and Fashion

BGS Building

Culinary Arts and Hospitality

Student Services Center





Rapid Tech Returns to Saddleback

Two Labs
Clean-Additive
and
Dirty-Subtractive

Special Equipment



Previous home for Rapid Tech, Now Community Education Building



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Are we fitting a Square Peg
into a Round Hole?

TAS Building Home to Career Technical Education

Rapidly Changing
State wide emphasis on programs
Large Equipment needs



Options

Existing Building

GSF		Building Only		Estimated Costs
36,600		\$ 19,950,000		\$ 24,975,000

New Building - No Growth

GSF		Building Only		Estimated Costs All Inclusive *
34,172		\$ 21,275,000		\$ 36,450,000

New Building - Growth

GSF		Building Only		Estimated Costs All Inclusive *
44,882		\$ 29,475,000		\$ 47,175,000

*All Inclusive includes:
Building costs
Infrastructure needs
Demolish existing
Grading
Furniture, Fixture, Equip
Escalation



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



TAS Building

Questions & Answers



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

SADDLEBACK COLLEGE

TAS Building

Report to Board of Trustees | June 26, 2017

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Board Policy Revision: BP-2102 Recognition of United States and California Flags, BP-3400 Vandalism, BP-3420 Local Law Enforcement, BP-3950 Unmanned Aircraft Systems, BP-4011.3 Hiring Policy for Classified Staff, BP-5614 Withholding of Student Records, BP-5620 College Level Examination Program (CLEP)

ACTION: Review and Study

BACKGROUND

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

STATUS

Seven board policies are presented to the Board of Trustees for discussion and approval. The new language to the board policies were 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 June 15, 2017 for review and recommendation to the Chancellor.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees accept for review and study the board policies as shown in EXHIBIT A-G.

BOARD POLICY

2102

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

RECOGNITION OF UNITED STATES AND CALIFORNIA FLAGS

The Board of Trustees affirms its commitment to recognition of the flags of our state and nation, and encourages the Pledge of Allegiance to the flag of the United States of America. Wherever practical, meetings of the South Orange County Community College District Board of Trustees shall open with a Pledge of Allegiance to the flag of the United States of America. Governance units are encouraged to include, as they determine appropriate, recognition of the flag of the United States of America.

In the absence of any California or Federal laws or regulations to the contrary, the responsibility for determining when the state and national flags shall be a part of any agenda of the Board of Trustees or when a flag will be flown at half-staff shall rest with the Chancellor of the District.

Reference:

Calif. Ed. Code, Section 70902

Adopted: 9-28-70
Revised: 5-15-89
Revised: 12-04-95
Revised: 4-26-99
Revised: 9-29-03
Reviewed: 10-13-10

BOARD POLICY

3400

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

VANDALISM

Persons shall be held responsible and may be criminally charged for any willful damage to District property caused by their careless or wrongful acts of vandalism. The District shall take appropriate action to recover the costs of repairing or replacing damaged property.

Reference:

~~*California Education Code, Section 70902*~~

Penal Code 594

Adopted: 6-04-69
Revised: 5-27-75
Revised: 5-23-88
Revised: 4-26-99
Reviewed: 10-13-10

BOARD POLICY

3420

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

LOCAL LAW ENFORCEMENT

Each college or center of the District shall ~~enter have an~~ into a written agreement with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, sexual assaults, including, but not limited to rape, forced sodomy, forced oral copulation, rape by foreign object, sexual battery, or threat of any of these, and hate crimes as defined by law, occurring at each location.

The ~~written~~ agreement shall designate which law enforcement agency shall have operational responsibility for violent crimes, sexual assaults, and hate crimes, and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The ~~written~~ agreements required by this policy shall be public records and shall be made available for inspection by members of the public upon request to the Vice Chancellor of Business Services. Written agreements shall be regularly reviewed and updated every five years.

The South Orange County Community College District encourages accurate and prompt reporting of all crimes to the campus police and/or the appropriate police agencies. The Chancellor shall establish procedures that encourage pastoral counselors and campus psychologists, if and when deemed it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

Reference:

Education Code 67381, 67381.1

Jeanne Clear Act, U.S.C. Section 1092 (f)

34 Code of Federal Regulations, Section 668.46(b)(4)

BOARD POLICY

3950

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

UNMANNED AIRCRAFT SYSTEMS

The operation of unmanned aircraft systems (UAS), including drones, shall be limited to instructional use only. UAS are regulated by the Federal Aviation Administration (FAA) and relevant state law.

The District will establish ~~a policy~~ **an administrative procedure** to ensure compliance with those legal obligations and to reduce risks to safety, security and privacy. In addition, the FAA may fine the District and individuals who violate the law. The District shall establish policies and procedures to ensure that students and staff comply with FAA requirements, state law, and any other locally applicable laws or regulations regarding unmanned aircraft systems. **Any exceptions to this board policy must be reviewed and authorized by the Vice Chancellor of Business Services and comply with legal and risk management requirements.**

References:

Code of Federal Regulations, Title 14, Parts 1, 21, 36, 45, 47, 48, 61, 91, & 107

U.S. Code 49 U.S.C Section 44704

Public Law 112-95, Title III, Subtitle B – Unmanned Aircraft Systems

FAA Modernization and Reform Act of 2012

BOARD POLICY

4011.3

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

~~PERSONNEL~~ HUMAN RESOURCES

~~HIRING POLICY FOR CLASSIFIED STAFF~~ RECRUITMENT: CLASSIFIED STAFF

The recruitment of highly qualified classified employees is essential to the mission of the South Orange County Community College District. Classified employees are those who are employed in positions that are not academic positions.

The classified staff does not include:

- Substitute and short-term employees who are employed and paid for less than 75 percent of the fiscal year.
- Part-time apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment.
- Full time and part-time students employed part time in any college work-study program or in a work experience education program conducted by the District.

The Chancellor shall develop Administrative Regulations to recruit highly qualified staff to carry forward the mission of the South Orange County Community College District. The Chancellor shall develop administrative procedures to assure that the requirements of state law and regulations regarding the classified service are met.

All collective bargaining agreements between the Board of Trustees and the California School Employees Association shall be considered as policies of the Board of Trustees.

Reference:

Education Code Sections 88003, 88004, 88009, 88013

~~SECTION I: GENERAL PROVISIONS~~

~~Preface: The hiring of highly qualified classified staff is essential to the mission of the South Orange County Community College District. Therefore, the Chancellor and the College Presidents, with input through this process from administration, faculty and staff, have the responsibility to select highly qualified classified staff.~~

~~The Office of Human Resources shall ensure that every aspect of the hiring process is implemented appropriately.~~

~~Scope: This Policy applies to the recruitment, hiring and promotion process for full and part-time permanent classified staff.⁺ As referenced herein, the Chancellor shall have primary responsibility for hiring District classified staff; and each College President shall have primary responsibility for hiring classified staff for their respective campus.~~

~~Equal Employment Opportunity Policy and Statement: The South Orange County Community College District shall recruit, hire, and promote in all job titles without regard to ethnic group identification, race, color, religion, sex, national origin, ancestry, physical or mental disability, age, medical condition, marital status, military service, sexual orientation, or any other basis protected by law. The District shall comply with the Board of Governors regulations relating to equal employment opportunity.~~

Definitions:

~~Board: The Board of Trustees of the South Orange County Community College District.~~

~~Chair: Chair of the Hiring Committee.~~

~~Chancellor: _____ The Chancellor of the South Orange County Community College District or designee.~~

~~[†]Employment of classified staff at the Advanced Technology and Education Park shall follow the same process as employment of classified staff for the District and Colleges.~~

~~College President and Provost: The President, Provost or designee at the college or learning facility (Irvine Valley College, Saddleback College or ATEP) where the classified staff will work.~~

~~Committee: The Hiring Committee, also known as the Search Committee.~~

~~CSEA: California School Employees Association~~

~~Department: The operational unit to which the position will be assigned.~~

~~Director: The Director of Human Resources or designee.~~

~~District: The South Orange County Community College District.~~

~~EEO: Equal Employment Opportunity.~~

~~Executive: The appropriate Executive most directly responsible given the position or context (i.e. Chancellor, Deputy Chancellor, Vice Chancellors, Presidents and Provost or their designees).~~

~~OHR: Office of Human Resources.~~

~~Operational Unit: The department, school, or division, as appropriate.~~

Procedures: ~~Employee Hiring Procedures (, Classified Staff employees), of the South Orange County Community College District.~~

HR Specialist: ~~The Human Resources Specialist assigned to the job opening.~~

Supervisor: ~~The line administrator who is responsible for the position in question.~~

Vice Chancellor: ~~Vice Chancellor, Human Resources or designee.~~

Confidentiality and Conflict of Interest Statements: ~~The District Confidentiality and Conflict of Interest Statements apply to this process.~~

Exceptions: ~~The Chair, the Supervisor, Director, or the Vice Chancellor may request in writing that the Chancellor reduce or extend the time period for any step or authorize an exception to any of the procedural steps set forth in this policy. Such exceptions shall be as narrow as possible to address, in a reasonable manner, the unusual circumstances posed. Any request for an extension or exception shall state in writing the unusual circumstances necessitating the extension or exception.~~

Compliance: ~~This Policy is intended to comply fully and be interpreted in a manner consistent with all applicable state and federal laws and regulations, including but not limited to the Board of Governor's equal employment opportunity regulations. Any provision that directly conflicts with any applicable state or federal law or regulation may be disregarded and a procedure that complies with the superseding authority shall be developed by the Chancellor and substituted until such time as the Board may adopt a formal amendment to this Policy.~~

Oversight: ~~It is the responsibility of the Executive to ensure the integrity of the procedures established by this Policy. If, in the opinion of the Executive, the process has been substantially violated or abused, the Executive may order that an error be corrected, that a portion of the process be redone, that a member of the Committee be excluded from further deliberations, that the process be terminated, or that some other remedial action be taken to assure the integrity of the process. Additionally, if, in the opinion of the Executive, the College or the District cannot fiscally support the position, the Executive may terminate the process.~~

Interpretation: ~~Technical questions and minor problems will ordinarily be resolved by the HR Specialist in consultation with the Director. In the event that a question of the procedural interpretation of this policy arises and cannot be resolved by the HR Specialist and the Director, the question shall be submitted in writing to the Vice Chancellor via the Director.~~

~~If in the judgment of the HR Specialist, the Chair, the Chancellor or the Executive a problem of interpretation occurs which threatens the viability or integrity of a Committee's duties as described herein, all parties shall be immediately notified by the Director, and the hiring process shall be suspended pending resolution of the problem. The Chancellor or~~

~~College President, in consultation with OHR, shall attempt to resolve any problem or difference of interpretation of this policy.~~

SECTION II: RECRUITMENT

~~When the need for hiring a new classified staff employee is determined and recommended by the Chancellor or College President, upon approval by the Chancellor, a Request to Announce Form is completed and submitted to the OHR.~~

~~Job Announcement Content: The job announcement, based on the formal job description, will determine the screening criteria for review of applicant files. Care must be taken to ensure accurate and job-related criteria. Where applicable, it shall contain:~~

~~Opening and closing dates~~

~~Summary of duties and responsibilities~~

~~Minimum qualifications~~

~~Desirable qualifications~~

~~Application requirements and procedures~~

~~Special testing, if applicable~~

~~Submission of materials, if required~~

~~EEO Statement~~

~~Starting salary and benefits~~

~~Funding source (general/grant/categorical)~~

~~Work schedule of position (days/hours)~~

~~As a position is opened, it will be announced by the OHR with sufficient time to advertise the position. Except for lateral openings, whenever feasible, all positions will be advertised for at least ten (10) days in order to maximize the effectiveness of the advertisements, unless otherwise requested by the Chancellor, College President or Provost. The hiring manager will work with the OHR to promote the open position.~~

~~Applications, resumes, and other required materials are accepted only by the OHR.~~

~~Announcement literature will be distributed to appropriate professional sources.~~

SECTION III: APPLICATION PROCESS

Submission: ~~Applications, resumes and other required materials are accepted only by the OHR via the District's online employment website.~~

Application Period: ~~Applications may be submitted for a set period of time or "until filled." In the case where a position is "open until filled," screening may not begin until at least ten working days after advertising has appeared in some public forum. In the case where a position is "open until filled," applications submitted less than two (2) working days prior to the beginning of the paper screening process may be excluded from~~

~~consideration.~~

~~Search Extension: After consultation with the Chair, the recruitment period will be extended where the applicant pool has fewer than five minimally qualified applications, unless the OHR, Chancellor, College President or Provost agrees to forward the pool.~~

~~SECTION IV: SEARCH COMMITTEE~~

~~Chair: The Supervisor will serve as the Chair unless the Supervisor appoints a designee to so serve.~~

~~Size: The Committee shall consist of no more than seven and no fewer than three voting members.~~

~~Regular Members: The Supervisor will recommend the members for the Search Committee, including faculty members where applicable, which may include membership from outside the College or District. At least one member shall be a member of the classified bargaining unit selected in consultation with CSEA. Committee members should have a background of a suitable nature to assure sufficient expertise to evaluate the candidates. The Executive approves the appointment of all members.~~

~~Terminate Process: The Chancellor or College President may terminate the process if, in his or her judgment, the formation of the Committee has violated the integrity of the hiring process.~~

~~Replacement: If the size of the Committee falls below the required minimum number of members, the Chair shall appoint a replacement unless such member was appointed by a governance group pursuant to law or contract. When it becomes necessary to appoint a replacement, the Chair shall also determine whether to restart the hiring process.~~

~~EEO Representative: The EEO Representative shall be appointed by the Vice Chancellor, and may be replaced as necessary by another qualified staff member. Only a trained staff member may serve as an EEO representative at any time during the process.~~

~~Membership Appointment Process: The Chair is responsible for forwarding recommendations for Committee membership to the OHR on the appropriate form.~~

~~Orientation: The HR Specialist will conduct an orientation meeting to explain roles, duties, expectations, timelines, and the rating process to the Committee members. At this time, the Committee will agree on the schedule. All members must also sign a Confidentiality and Conflict of Interest Statement.~~

~~Relative Weights: At the Orientation, the Committee will assign the value to be given to the application and the interview components. Neither the paper screening nor the interview may be weighted less than 30 percent each.~~

~~Duration: At the Orientation, the Committee will determine the length of the interview.~~

~~Criteria:~~ The Committee screening criteria shall be job related, and based on the position description and the District hiring policy.

~~Interview Questions:~~ All questions and other requirements (such as writing assignments, presentations, etc.) must be kept confidential throughout the process. The Committee will develop and forward to OHR for approval a list of interview questions to be asked of each candidate, as well as any writing assignment, exercise, presentation, or other requirement. The list of questions and requirements will be provided to OHR at least five business days prior to the first scheduled interview.

~~All questions and other requirements shall be job related and composed with the intent of evaluating the candidate's knowledge and abilities in relation to the minimum and desirable qualifications as published in the formal job announcement.~~

~~The Director reviews all Committee approved questions and other requirements if applicable to ensure compliance with District policies and state and federal laws and regulations, and must approve all interview questions and other requirements prior to the interview. The Vice Chancellor may make editorial changes; however, if a particular question is deemed by the Vice Chancellor to be in need of substantive changes, these changes will be made in consultation with the Chair or designated subject matter expert.~~

~~Participation:~~ Committee members are expected to be available as necessary for Committee functions, to fully participate in all required meetings and related Committee responsibilities, and to complete screening functions in a timely manner. Any member who fails to complete screening in a timely manner, or who misses Committee meetings, may be subject to removal by the Chancellor or College President or Provost after consultation with the Chair and the OHR. The scores or ratings of a Committee member who withdraws prematurely or is removed will not be counted in the uncompleted phase or section of the process.

SECTION V: APPLICATION SCREENING PROCESS

~~Determination of Application Completeness and Eligibility:~~ The OHR will screen for completeness of applications and for minimum qualifications as specified in the official announcement for that position before submission to the Committee, thereby determining applicants who will be screened and eligible for interviewing. The Search Committee Chair has the option to be involved in the minimum qualification screening process. If the need arises, OHR will consult with the Chair on matters of interpretation of minimum qualifications.

~~Review of Application:~~ The review of application and resumes is done online on the District's employment site on an individual basis by each committee member.

~~Evaluation of Application Materials (Screening):~~ The Committee may not begin to review applications until the appropriate application period has elapsed. At the

~~Orientation meeting, the Committee in consultation with the HR Specialist shall specify the time(s) and locations(s) when application materials shall be available. During the screening process, Committee members may not remove the files or their contents, copy or alter any material contained in the files, or append comments or marks. Notes on the candidate must be kept in the Committee member's evaluation file, which will be maintained by the OHR.~~

~~Scoring: Each application shall receive an independent evaluation according to job-related criteria by each member of the Committee. The Committee members shall rate each applicant on the appropriate forms provided by the OHR.~~

~~Recommendation of Candidates for Interview: Using a final ranked list, without names, of candidates by score, the HR Specialist and the Chair will meet to determine the lowest score to qualify for an interview. This meeting shall be announced to all members of the Committee, and any member may attend to observe the process. On the basis of the lowest qualifying score, the OHR shall assemble a list of candidates to be interviewed.~~

~~Interview Scheduling: The OHR shall schedule selected candidates for a first level interview, according to the schedule adopted by the Committee, giving them at least five (5) calendar days notice of the interview. Exceptions to the five day notice may be granted by the Vice Chancellor.~~

SECTION VI: INTERVIEW PROCESS

~~Materials: At the beginning of each interview meeting, the applicant's files shall be made available to the Committee, along with the appropriate OHR forms. Each member of the Committee will receive a schedule of interviews, and the interview questions.~~

~~Site: The Chair will inform the HR Specialist of any special interview needs. The Chair, in consultation with the HR Specialist, will make the arrangements for the interview location.~~

~~Set Time: Each applicant shall be afforded approximately the same maximum amount of time as other applicants for an interview.~~

~~Review of Interview Questions: The Committee will determine whether candidates will have the opportunity to review the interview questions 15 minutes in advance of their interview.~~

~~Writing Assignment: If the candidate is required to provide a writing assignment as part of the interview process, all efforts will be made to administer the writing assignment immediately prior to the interview.~~

~~Questions: Each candidate will be asked the same interview questions in the same order. During the interview, follow up questions may be asked to clarify or further investigate a response given by a candidate. If, in the judgment of the HR Specialist, a~~

~~follow up question violates standards of non discrimination, the HR Specialist will direct the candidate to disregard the question. Follow up questions should be kept to a minimum to maintain consistent standards of candidate evaluation throughout the interview process. Any question by the candidate pertaining to conditions of employment, such as salary, benefits, or policy, must be referred to the OHR.~~

~~Group Discussion: Committee members shall be given an opportunity to discuss each applicant and only that applicant after each interview. Comprehensive discussion shall not take place until after all interviews are completed. No discussion of any candidate may take place unless the HR Specialist and all committee members are present. Committee members are encouraged to discuss candidates' fulfillment of job related criteria in a candid and thorough manner, but shall not discuss specific numeric scores to be given to any candidate. The HR Specialist shall be responsible for ensuring that discussion is limited to job related criteria.~~

~~Score: Each Committee member is responsible for exercising his or her independent judgment in rating each candidate. Following the Committee's discussion of the candidates, each committee member shall rate independently each candidate using the appropriate form provided by the OHR. At the conclusion of the interviews and any subsequent discussion, each member of the Committee shall enter a final interview score for each candidate, and then calculate the final total score from the appropriately weighted screening and interview scores. The Chair, in consultation with the HR Specialist, will verify and compile final scores for all candidates.~~

~~Recommendation and/or Selection of Finalists: After the conclusion of interviews, the Committee and the HR Specialist shall assemble a ranked list of candidates and their final scores.~~

~~Using this list, the Committee will determine the lowest score to qualify as preliminary finalist for a second level interview (where a second level interview has been determined by the Committee and/or Executive to be necessary).~~

~~The committee shall forward at least three (3) finalists for second level interview. However, if the Committee is unable to recommend at least three finalists for a second level interview, the Chancellor or appropriate Vice Chancellor (for District Classified Staff) or the College President (for College Classified Staff), in consultation with the~~

~~Chair and Vice Chancellor, may decide to proceed with fewer than three finalists, reopen recruitment, or terminate the process.~~

~~Search Reopened: The application process may be reopened when the Committee decides not to recommend a candidate to the Executive or the Executive decides not to forward a recommendation to the Board. The Executive has the authority to reopen a search.~~

SECTION VII: REFERENCE CHECKS

~~Timing: Official reference checks, in accordance with the OHR Guidelines, will be performed prior to or simultaneously with the submission of the recommended candidates to the Chancellor or College President for second-level interviews.~~

~~Required Professional References: Each applicant will be asked to provide at least three reference contacts who can address professional competencies and appropriate practical skills.~~

~~If the individual provided as a reference is unavailable, or if the candidate fails to provide sufficient references, the OHR, in consultation with the Chair, may request additional reference from the candidate.~~

~~Reference Contacts: The HR Specialist, in conjunction with the Chair, will conduct the reference checks and record the information on the appropriate OHR form. The HR Specialist will verify all data on the application. Each reference for each finalist shall be asked the same questions about that finalist, and shall be asked whether he or she can recommend the finalist in question without reservation, and, if not, to specify these reservations. The reference checker(s) shall ask no question that is impermissible under applicable laws prohibiting discrimination in employment, or that seeks information unrelated to the qualifications for the position. The reference checker(s) shall not provide to any reference any derogatory or confidential information about the finalist, and shall not provide any assessment of the quality of the finalist's qualifications.~~

~~SECTION VIII: OPTIONAL SECOND-LEVEL INTERVIEW~~

~~Interview: The Executive may interview the candidates alone and/or in conjunction with other persons as designated by the Executive. Such persons may vary from position to position. The Executive may introduce the candidates to different members of the district/college community, which may also vary by position. All such participants serve strictly advisory roles and do not vote on the candidates.~~

~~Consultation: The Executive may consult the Chair before and/or after the second-level interview.~~

~~Content: The Executive may ask any job-related questions, may ask follow-up questions, and may provide clarification of ambiguous or unclear questions. The Vice Chancellor must review any questions, exercises or other requirements prior to the interview to ensure compliance with district policies and state and federal laws and regulations.~~

~~Substantially Similar Interviews: Although variations are permitted throughout the interview process, the Executive shall give each candidate a substantially similar interview of approximately the same duration, involving the same segments and exercises.~~

~~Second-level Interview Schedule: Finalists shall be given at least five (5) calendar days notice of the interview. However, if offered to them, candidates may consent to an expedited interview schedule without the five day notice to minimize travel or other inconvenience. This expedited schedule may be granted as a courtesy to candidates and does~~

not signify that the candidate will be recommended as a finalist.

Termination of Search: After the completion of all second level interviews, the Executive may decide to stop the process, at which point the position would be reopened.

Second Level Reference Checks: Following candidate interviews, the Executive may make further job related reference checks.

SECTION IX: CONFIRMATION PROCESS

Recommendation for Appointment: After the successful candidate has been selected the Office of Human Resources will extend the offer of employment and present to the Board of Trustees for ratification.

Background Checks: Consistent with applicable Federal and State law, and when job-related, after an offer of employment has been made, but prior to the commencement of employment, drug testing, TB testing, physical examinations and other background checks as required for the specific position will be initiated and completed by the OHR. Any required physical exams will be paid for by the District. All such background checks must be successfully completed prior to the start of employment. If a finalist fails to satisfy the OHR in regard to the result of any investigation, the OHR may revoke the offer of employment.

BOARD POLICY

56145040SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

WITHHOLDING OF STUDENT RECORDS

Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation may have grades, transcripts, diplomas, and registration privileges withheld, or any combination thereof, until such financial obligation is met.

Reference:

Title 5, California Code of Regulations, Section 59410

Adopted: 12-04-95

Revised: 4-26-99

Revised: 8-30-04

Revised: 1-31-05

Revised: 5-23-11

BOARD POLICY

5620

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

COLLEGE LEVEL EXAMINATION PROGRAM (CLEP)

Specific credit for completion of College Level Examination Program (CLEP) examinations can be found in the Saddleback College and Irvine Valley College catalogs. Any credit awarded does not necessarily transfer to other colleges. Students seeking to use CLEP credit for college transfer purposes will need to consult the transfer institution regarding its policy pertaining to CLEP.

No credit will be given to CLEP in any area in which the student has earned college credit prior to completion of CLEP examinations. Credit is awarded upon completion of one semester in the South Orange County Community College District. Additional information regarding the College Level Examination Program may be obtained in the counseling offices at Irvine Valley and Saddleback Colleges.

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 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.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

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

- a. CLAUSS, DAN, is to be employed as Dean of Kinesiology & Athletics/Athletics Director, Pos #P0004613, Division of Kinesiology & Athletics, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 1, effective June 26, 2017. This is a replacement position for Tony Lipold, who retired.
- b. D'ARCY, KIM, ID #15762, is to be employed as Acting Director of Learning Assistance, Pos #P0004640, Division of Online Education and Learning Resources, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 17, Step 1, effective June 26, 2017. This is a temporary replacement for Christina Hinkle, who is serving as Interim Dean of Social and Behavioral Sciences.
- c. IRWIN, KARI, is to be employed as Assistant Dean of Career and Technical Education, Pos #P0010861, Division of Economic and Workforce Development and Business Science, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 20, Step 1, effective June 6, 2017. This is a new position approved by the Board of Trustees on December 12, 2016.
- d. WHITTAKER, DENISE, is to be employed as Acting President, Pos #P0011464, Saddleback College, effective July 1, 2017. Approximate Salary Placement: Range 27, Step 5. This is a temporary replacement for Tod Burnett, who is retiring on June 30, 2017.
- e. ¹WOLZINGER, RENA, ID #22925, is to be employed as Dean of Career Pathways and Dual Enrollment, Pos #P0010872, Office of Instruction, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 1, effective May 1, 2017. This position is 80% categorically funded by Strong Workforce Program funds and 20% by general fund. This is a new position approved by the Board of Trustees on December 12, 2016.

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

- a. CASTELLANOS, MARIA, is to be employed as CalWORKs Counselor, Full Time, Categorical Faculty, Pos P0010818, Division of Transfer, Career & Special Services, Saddleback College, effective July 31, 2017. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2016.
- b. CHU, HENCELYN, is to be employed as Medical Laboratory Technician Instructor, Pos #P0010733, Division of Health Sciences and Human Services, Saddleback College, effective August 14, 2017. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2016.

¹ Dr. Wolzinger was approved by the Board of Trustees on May 15, 2017. Funding information added to this agenda.

- c. GILBERT, ANNIE, is to be employed as Adult Education ESL Faculty Coordinator/ESL Instructor (Categorical), Pos #P0010625, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, effective August 14, 2017. Approximate Salary Placement: Range III, Step 2. This position is 80% funded by the Adult Education Block Grant Program and 20% by general fund. It is a new position approved by the Board of Trustees on October 24, 2016.
- d. IBBOTSON, JILL, is to be employed as Adult Education ESL Faculty Coordinator (Categorical), Pos #P0010686, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, effective August 14, 2017. Approximate Salary Placement: Range 1, Step 1. This position is funded 100% by the Adult Education Block Grant Program. It is a new position approved by the Board of Trustees on October 24, 2016.
- e. MAGRANN, TRACEY, is to be employed as Health Information Technology Instructor, Full Time Tenure Track, Pos. #P0005082, Health and Human Services, Saddleback College, effective August 14, 2017. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Jacqueline Bloink, who resigned.
- f. RANGEL, EFREN, is to be employed as EOPS Coordinator, Pos #P0003734, Division of Transfer, Career and Special Programs and Services, Saddleback College, effective August 1, 2017. Approximate Salary Placement: Range III, Step 7. This is a voluntary lateral transfer per Academic Employee Master Agreement 2015-2018, Article XIX, and is a replacement position for Georgina Guy, who received a promotion to Dean of Transfer, Career, and Special Programs.
- g. ROSSITER, JONATHAN, is to be employed as Geography Instructor, Pos #P0010705, School of Social and Behavioral Sciences, Irvine Valley College, effective August 14, 2017. Approximate Salary Placement: Range II, Step 1. This is a new position approved by the Board of Trustees on October 24, 2016.
- h. SCARFONE, EUFEMIA, is to be employed as ESL Instructor, Pos #P0010734, Division of Liberal Arts, Saddleback College, effective August 14, 2017. Approximate Salary Placement: Range II, Step 1. This is a replacement position for Carol Bander, who retired.
- i. SHAFFIE, TINA, is to be employed as DSPS Counselor, Full Time Tenure Track, Pos #P0001572, Division of Transfer, Career, and Special Programs, Saddleback College, effective July 31, 2017. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Loma Hopkins, who retired.
- j. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified – Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Anderson, Seth	PhD/History	History/SC	5	08/21/17
Bresciani, Adam	MA/Sports/Fitness Mgmt.	Emeritus/SC	2	08/21/17
Carson, Dan	PhD/Physics & Astronomy	Astronomy/IVC	5	08/21/17
Choe, Christine	PhD/Psychology	Psychology/IVC	5	08/21/17

² Chu, David	BA/Medical Tech.	Med Lab Tech/SC	1	05/30/17
Eyre, Jami	MA/Early Childhood Ed.	Child Dev./SC	2	08/21/17
Heneghan, Amy	BA/Comp. Literature	Interior Design/SC	1	05/30/17
Hill, Davettia	MFA/Creative Photo.	Art History/IVC	2	05/30/17
³ Komine, Justin	MS/Physics	Astronomy/IVC	4	08/21/17
McMahan, Terri	MA/TESOL	Adult ESL/IVC	2	05/30/17
Naccarato, Kristy	MA/Clinical Psycho.	Counseling/SC	2	05/30/17
Nair, Arjun	MS/Biological Sciences	Biology/IVC	2	08/21/17
Nelson, Alicia	MA/Education	Emeritus/SC	3	08/21/17
Nguyen, Janet	MBA/Business	Accounting/IVC	2	05/30/17
Nguyen, Teresa	MA/Linguistics	ESL/IVC	2	05/30/17
⁴ Parra, Michael	MA/Physical Education	Adapted Kines/SC	2	05/30/17
Perry, Guy "Matt"	AA/Automotive Tech.	Automotive/SC	1	08/21/17
Rosewell, Tina	MA/Finance	Accounting/IVC	2	05/30/17
Samer, Roxanne	PhD/Critical Studies	Humanities/IVC	5	08/21/17
Semana, Sonia	MA/Human Developmt	Child Develop/SC	2	08/21/17
Yeganehshakib, Reza	PhD/History	History/SC	5	08/21/17
Zilkow, Christina	MA/Appl'd Linguistics	ESL/IVC	2	08/21/17

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.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bell, Nathaniel	MA/Film	Humanities/IVC	2	08/21/17

Equivalency is based on a Master's degree in Film Studies from Chapman University with an emphasis on courses in world cinema. U.S. cinema, film theory, multi-media (transmedia) storytelling, and others. This advanced degree in film studies is a discipline within the larger umbrella of Humanities. He is not only qualified based on his master's coursework directly related to the curriculum, but also has four years' experience teaching college-level film studies courses.

⁵ Durgom-McQuown, L.	BA/Environ. Conserv.	Theatre Arts/SC	1	06/19/17
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Equivalency is based on coursework in costume design from an accredited MFA program as well as an extensive background in costume design, costume crafts, and costume

² Former Part Time Faculty Employee; Spouse of Hencelyn Chu, Associate Faculty Health Science & Human Services, SC

³ Current Full Time Faculty Employee (Physics)

⁴ Current Classified Part-time Categorical Program Assistant (Kinesiology). On Board-approved Leave of Absence from that position from May 30, 2017 – August 11, 2017, to teach during the Summer Semester

⁵ Current NBU Employee

construction. Design experience includes work in film, television, dance, theatre and for the Department of Theatre Arts' productions. Besides experience in design, Ms. McQuown is also well versed as a milner, dresser, stitcher, draper, and costume craft creator. She will be team teaching, and acting as the designer for, the Department of Theatre Arts' summer productions.

Herrera, Ricardo	Certificate-UCI	CIM/IVC	1	05/30/17
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Equivalency is based on an earned certificate in interactive multimedia from the University of California-Irvine Extension and another certificate in Digital Animation from Cal State Fullerton. Mr. Herrera has over fifteen years of professional experience in designing, developing, and maintaining online support/trouble shooting for Toshiba America Information Systems, where he is responsible for all production aspects of online Toshiba support videos. He also has fifteen years of experience teaching for the School of Continuing Education at North Orange County Community College District, where he has taught CIM-related courses such as HTML, Photoshop, Illustrator, and Dreamweaver.

⁶ Peeples, Johnnie	AA/General Studies	Kinesiology/SC	1	05/30/17
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Equivalency is based on completion of requirements of a Bachelor's degree in Psychology from the University of Montana (in progress). In addition, Mr. Peeples has been an instructor and football coach at Liberty Christian High School in 2012, an assistant football coach at Huntington Beach High School in 2013, and most recently a full time coach at Brethren Christian High School in Huntington Beach. Mr. Peeples, additionally, is employed as a full-time case manager for A Better Life Recovery Center for youth addiction.

⁷ Pfeiler, Donna	BA/French/Economics	Learning Center/SC	2	08/22/16
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Equivalency is based on a Bachelor's Degree in French and Economics from the University of California, Irvine, as well as a Clear Multiple Subject Teaching Credential and Bilingual Authorization Certificate from Chapman University. Ms. Pfeiler has been teaching Adult Education ESL at Saddleback College for 2 years and for 12 years at the Saddleback Valley Unified School District. She also has 21 years of teaching experience at the Santa Ana Unified School District, and has been running her own tutoring business since 2006.

Wooten, Jeremy	MA/Education	Business Science/SC	2	08/21/17
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Equivalency is based on a Bachelor's Degree in Business Administration and a Master's degree in Education. Mr. Wooten also holds a Career Technical Education Credential in Business and Finance, Marketing, Sales and Service. He has been teaching full time in the secondary school system since 2003. Mr. Wooten has first-hand experience in the business world as an owner/operator of a sport instruction business in Orange County.

⁶ Current NBU Coaching Aide (Kinesiology)

⁷ Current Associate Faculty (Adult Ed ESL (SC); additional assignment retroactive to 8/22/16

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Boone, Rick	Canvas Trainer	2,400.00	04/03/17-04/28/17
Boone, Rick	Chair, Emeritus	3,756.50	08/14/17-12/20/17
Davison, John	Co-Chair, Physical Sciences	4,098.00	08/14/17-12/20/17
Delson, Cheryl	Chair, Library Services	2,390.50	08/14/17-12/20/17
Delson, Cheryl	SLO Facilitator Stipend	1,366.00	08/14/17-12/20/17
DeRoulet, Daniel	Academic Affairs Chair	2,732.00	05/30/17-08/11/17
DeRoulet, Daniel	Writing Center Facilitator	3,981.00	05/30/17-08/11/17
French, Jules	Chair, Communication Arts	2,732.00	08/14/17-12/20/17
Hernandez, Jerry	Co-Chair, Kinesiology, Health/Ath.	3,073.50	08/14/17-12/20/17
Hjelm, Brooke	Amgen Training Participant	500.00	09/24/16-09/25/16
Hochwald, Seth	Co-Chair, Computer Science	1,707.50	08/14/17-12/20/17
Kaufmann, Jefferey	Co-Chair, Bio 2	4,098.00	08/14/17-12/20/17
Kirk, Julie	Chair, Visual Arts	8,196.00	08/14/17-12/20/17
La Curan, Jennifer	Chair, Dance	4,098.00	08/14/17-12/20/17
Loke, Chan	Co-Chair, Computer Science	1,707.50	08/14/17-12/20/17
Long, Lewis	Chief Negotiator, Faculty Assoc.	1,327.00	05/30/17-08/11/17
Long, Lewis	Chair, English	3,715.60	05/30/17-08/11/17
Long, Lewis	Writing Sample Reader (SSSP)	30.00	05/30/16-08/12/16
Mathur, Roopa	Chair, Business Sciences	8,196.00	08/14/17-12/20/17
Melendez, Robert	Chair, Counseling	2,732.00	08/14/17-12/20/17
Monte, Brent	Co-Chair, Mathematics	5,122.50	08/14/17-12/20/17
Paz, Edward	Amgen Training Participant	500.00	09/24/16-09/25/16
Pestolesi, Thomas	Co-Chair, Kinesiology, Health/Ath.	3,073.50	08/14/17-12/20/17
Pham, Lan	Co-Chair, Mathematics	5,122.50	08/14/17-12/20/17
Poster, Jaime	Chair, Humanities	2,049.00	08/14/17-12/20/17
Rodriguez, Roland	Co-Chair, Bio	4,098.00	08/14/17-12/20/17
Ryals, Kay	Honors Program Facilitator	2,654.00	05/30/17-08/11/17
Sheldon, Joel	Facilitator, Math Lab	3,981.00	05/30/17-08/11/17
Tabibzadeh, Kiana	Co-Chair, Physical Sciences	4,098.00	08/14/17-12/20/17
Tresler, Matt	Chair, Music	5,464.00	08/14/17-12/20/17
Tseng, Beatrice	Co-Chair, Languages	1,366.00	08/14/17-12/20/17
Warner, Brent	Canvas Trainer	2,400.00	02/06/17-03/03/17
Williamson, Jehann	Foundation Awards Dinner Choreo.	1,000.00	01/17/17-03/11/17
Wolken, Matt	Chair, Engineering	2,390.50	08/14/17-12/20/17
Total for Month: General Fund/IVC		106,156.10	
2016-2017 IVC FISCAL YEAR TOTAL TO DATE		\$553,812.78	

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Cox, Barbara	Ed. Planning & Assessment Coord.	2,654.00	05/29/17-08/12/17
Cubbage, April	Online Education Co-Coordinator	3,981.00	05/29/17-08/12/17

Donaldson, Lindsay	Open Educ'l Resources Support	300.00	01/17/17-01/31/17
Duffy, Michelle	Curriculum Lead Team	3,981.00	05/29/17-08/12/17
Duffy, Michelle	AVID	2,654.00	05/29/17-08/12/17
FreshwaterMorris, L	Online Educator Program	833.20	05/30/17-08/12/17
Garcia, Renee	Anthropology Lab Coordinator	1,327.00	05/29/17-08/12/17
Gilman, Bruce	One Book, One College (OB1C)	1,000.00	01/13/17-05/25/17
Gilman, Bruce	Academic Senate VP	1,318.68	05/29/17-08/12/17
Hayter, Catherine	One Book, One College (OB1C)	1,000.00	08/22/16-12/18/16
Hayter, Catherine	One Book, One College (OB1C)	1,000.00	01/13/17-05/25/17
Hoggatt, Michael	Chair, Special Services	530.80	05/29/17-08/12/17
HoidaMulholland, B	Online Educator Program	833.20	05/30/17-08/12/17
Jenkins, Tina	AVID	2,654.00	05/29/17-08/12/17
Khomyakov, V.	Piano Concert	500.00	09/10/16-09/10/16
Lee, Ken	Curriculum Committee Lead	3,981.00	05/29/17-08/12/17
Millovich, June	Curriculum Committee Chair	3,981.00	05/29/17-08/12/17
Murray, Peter	AVID	1,327.00	05/29/17-08/12/17
Myhren, Brett	Online Education Co-Coordinator	3,981.00	05/29/17-08/12/17
Myhren, Brett	Online Educator Program	833.20	05/30/17-08/12/17
Ochoa, Heidi	Curriculum Committee Lead	3,981.00	05/29/17-08/12/17
Pakula, Jennifer	Online Educator Program	833.20	05/30/17-08/12/17
Parra, Michael	Chair, Adapted Kinesiology	530.80	05/29/17-08/12/17
Quinlan, Emily	AVID	1,327.00	05/29/17-08/12/17
Renault, Irene	One Book, One College (OB1C)	1,000.00	08/22/16-12/18/16
Renault, Irene	One Book, One College (OB1C)	1,000.00	01/13/17-05/25/17
Smith, Maureen	Geography Lab Coordinator	1,327.00	05/29/17-08/12/17
Stankovich, Kim	Program Review Coordinator	1,327.00	05/29/17-08/12/17
Stankovich, Kim	Student Learning Outcomes Coord.	1,327.00	05/29/17-08/12/17
Stankovich, Kim	Curriculum Committee Lead	3,981.00	05/29/17-08/12/17
Stanton, Everardo	Design Work, "Ash Girl" Production	3,000.00	01/30/17-03/12/17
Total for Month: General Fund/SC		58,304.08	
2016-2017 SC FISCAL YEAR TOTAL TO DATE		\$770,060.12	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Adams, Brittany	Discipline Faculty Mentor (DFM)	2,277.72	01/17/17-05/25/17
Alvarez, Lisa	Writing Sample Reader (SSSP)	30.00	05/30/16-08/12/16
Benavidez, Judith	No. CA Campus Tour Chaperone	699.30	04/20/17-04/23/17
Boone, Rick	Discipline Faculty Mentor (DFM)	2,397.60	01/17/17-05/25/17
Borron, Brenda	Writing Sample Reader (SSSP)	34.00	05/30/16-08/12/16
Chen, Joanne	Discipline Faculty Mentor (DFM)	119.88	01/17/17-05/25/17
DeRoulet, Daniel	Writing Sample Reader (SSSP)	62.00	05/30/16-08/12/16
Elali, Fatima	CTE Faculty Externship	500.00	03/23/17-04/25/17
Erbas-White, Ilknur	Discipline Faculty Mentor (DFM)	2,437.56	01/17/17-05/25/17
Haeri, Melanie	Writing Sample Reader (SSSP)	30.00	05/30/16-08/12/16
Huggett, Danelle	Participant, WR399 Project	500.00	01/17/17-05/26/17
Hurlbut, Diana	CTE Faculty Externship	500.00	03/23/17-04/25/17
Kaminsky, Rebecca	Writing Sample Reader (SSSP)	30.00	05/30/16-08/12/16

Kil, Joon	Discipline Faculty Mentor (DFM)	2,197.80	01/17/17-05/25/17
Knoll, Melissa	WR 201 Coordination SP 17	1,078.92	01/17/17-05/26/17
Kussoy, Carolina	CTE Faculty Externship	500.00	03/23/17-04/25/17
McLaughlin, June	Discipline Faculty Mentor (DFM)	2,297.70	01/17/17-05/25/17
Melendez, Robert	DFM Coordinator	2,717.28	01/17/17-05/25/17
Meyer, Kurt	Writing Sample Reader (SSSP)	32.00	05/30/16-08/12/16
Monacelli, Brian	OP-TEC Curriculum Dev.	2,654.00	05/30/17-08/11/17
Nguyen, Tuan	No. CA Campus Tour Chaperone	699.30	04/20/17-04/23/17
Ponzillo, Gizelle	ESL SI Coordinator, SEP	5,308.00	01/17/17-05/25/17
Popescu, Anca	Discipline Faculty Mentor (DFM)	119.88	01/17/17-05/25/17
Powell, Laura	Participant, WR399 Project	500.00	08/22/16-12/19/16
Rodriguez, Roland	Discipline Faculty Mentor (DFM)	2,237.76	01/17/17-05/25/17
Rybold, Gary	CTE+Effective Communication	1,518.48	01/10/17-05/26/17
Rybold, Gary	Coordinate the CTE Summer Bridges	3,500.00	01/10/17-05/26/17
Rybold, Gary	Coordinate the CTE Summer Bridges	3,500.00	05/29/17-08/10/17
Scherger, Deanna	Writing Sample Reader (SSSP)	32.00	05/30/16-08/12/16
Scherger, Deanna	BSI CPR Retreat Presenter SP 17	119.88	05/18/17-05/18/17
Schmeidler, Kathy	Discipline Faculty Mentor (DFM)	2,157.84	01/17/17-05/25/17
Serpas, Summer	Writing Sample Reader (SSSP)	30.00	05/30/16-08/12/16
Sevcik, Stacie	CTE Faculty Externship	500.00	03/23/17-04/25/17
Sim, Alec	IVC Engineering Program	1,800.00	06/01/17-07/31/17
Tanriverdi, Fawn	EOPS-CARE Faculty Coordinator	3,442.00	08/21/17-12/20/17
Titus, Jodi	Discipline Faculty Mentor (DFM)	2,117.88	01/17/17-05/25/17
Urell, Bob	Discipline Faculty Mentor (DFM)	2,357.64	01/17/17-05/25/17
Williams, Sherry	Participant, WR399 Project	500.00	01/17/17-05/26/17
Wilson, Jeff	AESL Faculty Coordinator	2,797.20	05/30/17-06/30/17
Wilson, Jeff	AESL Faculty Coordinator	3,356.64	07/01/17-08/11/17
Total for Month: General Fund/IVC		57,690.26	
2016-2017 IVC FISCAL YEAR TOTAL TO DATE		\$485,416.31	

2. It is recommended that the following Saddleback College faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Abbas, Sam	Open Educ'l Resources	1,000.00	05/17/17-05/25/17
Afshari, Maryam	ESL Non Credit Game Day SP 17	239.76	01/17/17-05/17/17
Allah, Nancy	BSI ITL Workshop SP 2017	79.92	03/30/17-03/30/17
Aminzadeh, Roya	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Anderson, Ronald	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
André, Joy	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
André, Joy	AESL Professional Development	79.92	06/09/17-06/09/17
Araujo, Cecilia	SSSP PT Counselors Workshop	959.04	02/01/17-05/25/17
Azary Dehkordi, M.	2017-2018 Student Handbook SP 17	1,998.00	01/17/17-05/17/17
Bagwell, Janet	Leading from the Middle Academy	959.04	01/17/17-05/17/17
BaldonadoWilkins,E	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Barrows, Morgan	Open Educational Resources	300.00	05/17/17-05/25/17
Beckham, Jack	English CAI Work SP 17	359.64	01/17/17-05/17/17
Beckham, Jack	Major Event SP 17	100.00	01/17/17-05/17/17
Bird, Chrissy	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Bird, Chrissy	AESL Professional Development	79.92	06/09/17-06/09/17
Bogusiewicz, Kelley	AESL Professional Development	79.92	06/09/17-06/09/17

Boustani, Ladi	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17
Branch-Stewart, K.	HRSA Grant Project Manager	2,877.12	07/01/17-08/04/17
Broeske, Pat	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Brunner, Janelle	BSI ENG 390 Participant Ses. 1	399.60	06/01/17-06/02/17
Budica, Jessica	BSI ITL Workshop SP 17	159.84	03/03/17-03/30/17
Budica, Jessica	BSI ITL Workshop SP 2017	79.92	04/21/17-04/21/17
Budica, Jessica	BSI ENG 390 Participant Ses. 1	399.60	06/01/17-06/02/17
Busick, Elizabeth	PT Faculty Dinner SP 2017	50.00	01/12/17-01/12/17
Butorac, Terrie	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17
Butorac, Terrie	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Camelot, Allison	Major Event Spring 17	100.00	01/17/17-05/17/17
Casil, Amy	BSI ITL Workshop SP 17	159.84	03/03/17-03/30/17
Casil, Amy	Open Educational Resources	400.00	04/01/17-04/30/17
Casil, Amy	BSI ENG 390 Participant Ses. 1	399.60	06/01/17-06/02/17
Castillo, Rosendo	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Cervantes, Rebecca	AESL Professional Development	79.92	06/09/17-06/09/17
Chandler, Meghan	Major Event SP 17	100.00	01/17/17-05/17/17
Chandler, Meghan	Open Educational Resources	400.00	04/01/17-04/30/17
Chang, Sarah	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17
Chang, Sarah	2017-2018 Student Handbook SP 17	1,998.00	01/17/17-05/17/17
Choi, Sang	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Conley, John	Open Educational Resources	300.00	05/17/17-05/25/17
Cooney, William	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Cooper, Karin	Open Educational Resources	1,000.00	05/17/17-05/25/17
Costa, Ross	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Cubbage, April	Major Event Spring 17	100.00	01/17/17-05/17/17
Cubbage, April	Open Educational Resources	400.00	04/01/17-04/30/17
Datu, Ruth	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17
Datu, Ruth	PT Counseling Institute Workshop	359.64	03/01/17-05/24/17
De La Rosa, Don	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Desopo, Camille	AVID for Higher Education	239.76	01/17/17-05/17/17
Donaldson, Lindsay	Open Educational Resources	400.00	04/01/17-04/30/17
Duong, Nancy	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Duong, Nancy	BSI CPR Retreat SP 17	239.76	05/18/17-05/18/17
Enright, Evan	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Farnsworth, Robert	Major Event Spring 17	100.00	01/17/17-05/17/17
Fisher, Marni	SSSP Assessment Reader	319.68	01/17/17-05/17/17
Fitz-Maurice, Teri	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Francisco, David	MAP TOP Codes	119.88	01/17/17-05/17/17
Gilbert, Annie	Adult Education AWD	4,795.20	05/30/17-06/30/17
Golden, Jennifer	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Golden, Jennifer	Major Event SP 17	100.00	01/17/17-05/17/17
Gonzalez, Sara	Major Event SP 17	100.00	01/17/17-05/17/17
Gonzalez, Sara	BSI ENG 390 Participant Ses 1	399.60	06/01/17-06/02/17
Gordon, Sara	AESL Professional Development	79.92	06/09/17-06/09/17
Goss, Debbie	BSI ITL Workshop SP 17	79.92	04/21/17-04/21/17
Goulding, Carrie	BSI ENG 390 Facilitator	699.30	06/01/17-06/02/17
Gregory, Eric	BSI ITL Workshop SP 17	79.92	04/21/17-04/21/17
Gronnerud, Kathleen	BSI ITL Workshop SP 17	79.92	04/21/17-04/21/17
Gustafson, Michelle	AVID for Higher Education	239.76	01/17/17-05/17/17
Haley, Edgar	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Harrington, Chris	Major Event SP 17	100.00	01/17/17-05/17/17

Harrison, Milagros	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Hass, Kevin	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Hayter, Catherine	Leading from the Middle Academy	959.04	01/17/17-05/17/17
Hinman, Gretchen	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Hinman, Gretchen	AESL Professional Development	79.92	06/09/17-06/09/17
Hoffman, Laura	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Hoggatt, Michael	Adult Education AWD- New Faculty	3,996.00	05/29/17-08/04/17
Hoida-Mulhholland, B.	BSI ENG390 Participant Ses 1	399.60	06/01/17-06/02/17
Hong, Song	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Hong, Song	AESL Professional Development	79.92	06/09/17-06/09/17
Hoolihan, Lori	Major Event SP 17	100.00	01/17/17-05/17/17
Howell, Brian	BSI ITL Workshop SP 17	79.92	04/21/17-04/21/17
Hunt, Matthew	BSI ENG 390 Participant Ses 1	399.60	06/01/17-06/02/17
Huft, Justin	Open Educational Resources	400.00	04/01/17-04/30/17
Hurtado, Alejandra	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17
Ibbotson, Jill	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Ibbotson, Jill	Major Event SP 17	100.00	01/17/17-05/17/17
Ibbotson, Jill	AESL Professional Development	79.92	06/09/17-06/09/17
Inlow, Lisa	Major Event SP 17	100.00	01/17/17-05/17/17
Jarvis, Robin	Perioperative Nursing Coord.	4,995.00	05/30/17-06/30/17
Jarvis, Robin	Perioperative Nursing Coord.	4,995.00	07/01/17-08/11/17
Kaefer, Ken	BSI ENG 390 Participant Ses 1	399.60	06/01/17-06/02/17
Kellman, Sophie N.	Open Educational Resources	300.00	05/17/17-05/25/17
Klunder, Jayne	PT Counseling Institute Workshop	359.64	03/01/17-05/24/17
Knapp, Rebecca	Open Educational Resources	1,000.00	05/17/17-05/25/17
Lee, Ken	Major Event Spring 17	100.00	01/17/17-05/17/17
Lively, Brian	AESL Professional Development	79.92	06/09/17-06/09/17
Lommatsch Barrett	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Long, Erin	Major Event Spring 17	2,397.60	01/17/17-05/17/17
Lopez-Ediss, C.	SSSP PT Counselors Workshop	959.04	02/01/17-05/25/17
Lopez-Ediss, C.	PT Counseling Institute Workshop	359.64	03/01/17-05/24/17
Lu, Jianhua	AESL Professional Development	79.92	06/09/17-06/09/17
Major, Nicole	Go2Knowledge Training Webinar	200.00	01/17/17-03/17/17
Major, Nicole	Open Ed. Resources- ZTC Coord.	460.00	06/01/17-06/30/17
Marchioni, Rachel	Comprehensive Plan Holds Project	1,718.28	01/17/17-05/17/17
May, Carol	AVID for Higher Education	239.76	01/17/17-05/17/17
McCleave, Sumaya	Leading from the Middle Academy	959.04	01/17/17-05/17/17
McCleave, Sumaya	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
McGuire, Bill	Major Event Spring 17	100.00	01/17/17-05/17/17
Medling, Jane	Major Event Spring 17	100.00	01/17/17-05/17/17
Meshkin, Nahid	Major Event Spring 17	100.00	01/17/17-05/17/17
Messenger, Lisa	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Monge, Michael	Go2Knowledge Training Webinar	200.00	01/17/17-03/31/17
Monge, Michael	BSI ITL Workshop SP 17	159.84	03/03/17-03/30/17
Monge, Michael	BSI ITL Workshop SP 17	79.92	04/21/17-04/21/17
Murray, Pete	Major Event Spring 17	100.00	01/17/17-05/17/17
Murray, Pete	BSI Co-Presenter ITL SP 17	79.92	04/21/17-04/21/17
Myhren, Brett	Open Educational Resources	400.00	04/01/17-04/30/17
Myhren, Brett	BSI ENG 390 Participant SP 17	399.60	06/01/17-06/02/17
Nelson, Alicia	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Nelson, Candy	BRN Accreditation Editor	2,997.00	07/01/17-08/11/17
Nussenbaum, Sharon	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17

Olinger, Alex	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Olinger, Alex	AESL Professional Development	79.92	06/09/17-06/09/17
Pakula, Jennifer	Open Ed. Resources- ZTC Coord.	460.00	06/01/17-06/30/17
Paquette, Chris	BSI PLC H.S. Student Success Visits	525.00	02/22/17-03/31/17
Pfeiler, Donna	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
PlascenciaCarrizo, B	Open Educational Resources	300.00	05/17/17-05/25/17
Proppe, Jean	Open Educational Resources	1,000.00	05/17/17-05/25/17
Quigley, Patrick	BSI CPR Retreat SP 17	239.76	05/18/17-05/18/17
Reinhardt, William	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Robertson, Trina	Open Educational Resources	1,000.00	05/17/17-05/25/17
Roman, Selene	ESL Non Credit Game Day SP 17	359.64	01/17/17-05/17/17
Romero, Maria T.	Open Educational Resources	400.00	04/01/17-04/30/17
⁸ Schermerhorn, B.	Major Event Spring 17	100.00	01/17/17-05/17/17
Seaman, Carolyn	Open Ed. Resources- ZTC Coord.	479.52	06/01/17-06/30/17
Shafe, Kia	Open Educational Resources	1,000.00	05/17/17-05/25/17
Shaffer, Gina	Week of Workshops Facilitator	100.00	01/09/17-01/13/17
Signo-Jackson, Janet	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Signo-Jackson, Janet	AESL Professional Development	79.92	06/09/17-06/09/17
Smith, Christina	Open Educational Resources	300.00	05/17/17-05/25/17
Smith, Kathryn	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Smith, Kathryn	AESL Professional Development	79.92	06/09/17-06/09/17
Smith, Maureen	Open Educational Resources	400.00	04/01/17-04/30/17
Smith, Melinda	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Sommerville, Nancy	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Sommerville, Nancy	AESL Professional Development	79.92	06/09/17-06/09/17
Sotelo, Sharyn	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Stachenfeld, Marilyn	BSI ITL Workshop SP 17	79.92	04/21/17-04/21/17
Strobel, Jackie	BSI Teaching & Learning Institute	79.92	04/21/17-04/21/17
Taylor, Karen	Open Educational Resources	1,000.00	05/17/17-05/25/17
Tiongson, Edwin	Asst Coach/Judge for Speech	250.00	04/15/17-04/15/17
Tomlinson, Kristen	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Vago, Malia	Open Educational Resources	1,000.00	05/17/17-05/25/17
Valdez, Deanna	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Valdez, Deanna	BSI CPR Retreat SP 17	239.76	05/18/17-05/18/17
Vargas, Arlene	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17
Vargas, Arlene	Go2Knowledge Training Webinar	200.00	01/17/17-05/17/17
Vargas, Arlene	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Vatandoust, Fariba	Open Educational Resources	400.00	04/01/17-04/30/17
Ventura, Janet	Open Educational Resources	300.00	05/17/17-05/25/17
Vogel, Jeff	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
Voisard, Norbert	AESL Professional Development	79.92	06/09/17-06/09/17
Ward, Robert	Summer Math Jam Workshop	959.04	08/14/17-08/18/17
Webber, Kendra	Open Educational Resources	400.00	04/01/17-04/30/17
Weckerly, Michelle	Major Event Spring 17	100.00	01/17/17-05/17/17
Wegenek, Amira	Open Educational Resources	400.00	04/01/17-04/30/17
Weghorst, Chuck	Major Event Spring 2017	100.00	01/17/17-05/17/17
Weiss, Elizabeth	FAF Panel of Experts SP 17	250.00	02/24/17-05/19/17
⁹ Welc, Martin	Major Event Spring 17	100.00	01/17/17-05/17/17
Wetlesen, Sandra	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17

⁸ Son-in-law of Martin Welc, Real Estate Instructor, Saddleback College

⁹ Father-in-law of Brockton Shermerhorn, Real Estate Instructor at Saddleback College

Wetlesen, Sandra	AESL Professional Development	79.92	06/09/17-06/09/17
Williams, Jake	BSI Project PLC Student Success	90.00	04/04/17-04/04/17
Williams, Jake	BSI CPR Retreat	239.76	05/18/17-05/18/17
Williams, Kolin	Open Educational Resources	1,000.00	05/17/17-05/25/17
Willis, Evgenia	PT Faculty Dinner SP 17	50.00	01/12/17-01/12/17
Wood, Debra	Open Educational Resources	1,000.00	05/17/17-05/25/17
Zach, Alicia	Open Ed. Resources- ZTC Coord.	479.52	06/01/17-06/30/17
Zamudio, Rocio	AVID for Higher Education SP 17	239.76	01/17/17-05/17/17
Zemanek, Erika	BSI ENG 390 Participant SP 17	399.60	06/01/17-06/02/17
Zoval, Jim	Summer Support- NSF Grant PI	2,675.40	05/29/17-08/11/17
Total for Month: Categorical/Non-General Fund /SC		94,030.94	
2016-2017 SC FISCAL YEAR TOTAL TO DATE		\$598,534.54	

D. EXTENSION OF ADMINISTRATIVE TEMPORARY ASSIGNMENT (Ratified – Pursuant to Board Policy 4002.1)

1. KELLY, WILLIAM, ID #1233, Acting Board Policies and Administrative Regulations Program Director, Pos #P0004649, Office of Administrative and Business Services, District, Academic & Classified Administrators/Classified Managers Salary, Range 19, Step 6, 27.48 percent of full time (11 hours per week), temporary assignment is to be extended effective July 1, 2017 through December 31, 2017, or sooner.

E. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

1. MCNEIL, MARK, ID #2470, Economics Instructor, Pos #P0001621, School of Social and Behavioral Sciences, Irvine Valley College, has requested to participate in a reduction in teaching contract to 20% workload beginning the academic year 2017-18 in accordance with Article XXXI, Section 1, of the Academic Employee Master Agreement 2015-2018, effective date to participate in the CalSTRS Reduced Workload Program is August 14, 2017.

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ALLEN, LISA DAVIS, ID #14336, Art History Instructor, Pos #P0001721, Academic Faculty Salary Range V, Step 16, School of The Arts, Irvine Valley College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 15, 2005)
2. BARR, PAMELA, ID #005199, Counselor, Pos #P0001998, Academic Faculty Salary Range V, Step 26, Division of Counseling Services, Saddleback College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 3, 1992)
3. BORRON, BRENDA, ID #003747, English Instructor, Pos #P0001820, Academic Faculty Salary Range V, Step 26, School of Languages & Learning Resources, Irvine Valley College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 19, 1991)
4. BRENNER, CRISTY, ID #006512, Geography Instructor, Pos #P0001570, Academic Faculty Salary Range V, Step 21, Division of Social & Behavioral Sciences, Saddleback College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 15, 1994)

5. BROGAN, GEORGE, ID #007907, Geology/Marine Science Instructor, Pos #P0002252, Academic Faculty Salary Range V, Step 24, School of Math, Computer Science & Engineering, Irvine Valley College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 18, 1997)
6. CHIN, LEM, ID #001136, Architecture Instructor, Pos #P0001506, Academic Faculty Salary Range IV, Step 21, Division of Advanced Technology & Applied Science, Saddleback College, resignation effective May 27, 2017, and retirement effective May 28, 2017. Payment is authorized for any compensated time off. (Start date: August 13, 2007)
7. COBOS, ANA MARIA, ID #005201, Librarian, Pos #P0001515, Academic Faculty Salary Range V, Step 24, Division of Online Education & Learning Resources, Saddleback College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 17, 1992)
8. COSGROVE, ROBERT, ID #001057, English Composition Instructor, Pos #P0001516, Academic Faculty Salary Range V, Step 26, Division of Liberal Arts, Saddleback College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 17, 1981)
9. COX, ANNE, ID #001023, Psychology Instructor, Pos #P0001510, Academic Faculty Salary Range V, Step 26, Division of Social and Behavioral Sciences, Saddleback College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: February 15, 1978)
10. FESLER, SUSAN, ID #003062, ESL Instructor, Pos #P0001996, Academic Faculty Salary Range V, Step 26, School of Math, Computer Science & Engineering, Irvine Valley College, College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 17, 1992)
11. FOROUZESH, JENNIFER, ID #002491, Nursing Instructor, Pos #P0001017, Academic Faculty Salary Range V, Step 26, Division of Health Sciences and Human Services, Saddleback College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 18, 1989)
12. GARANT, DOROTHY, ID #003174, Dance Instructor, Pos #P0001770, Academic Faculty Salary Range V, Step 26, Division of Kinesiology and Athletics, Saddleback College, resignation effective May 27, 2017, and retirement effective May 28, 2017. Payment is authorized for any compensated time off. (Start date: January 8, 1990)
13. GLEASON, LINDA, ID #009483, Nursing Instructor, Pos #P0002896, Academic Faculty Salary Range V, Step 18, Division of Health Sciences and Human Services, Saddleback College, resignation effective May 27, 2017, and retirement effective May 28, 2017. Payment is authorized for any compensated time off. (Start date: August 16, 2004)
14. GORDON, WENDY, ID #001275, Librarian, Pos #P0001552, Academic Faculty Salary Range V, Step 26, Division of Online Education & Learning Resources, Saddleback College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: February, 1, 1986)

15. HANDA, STEPHEN, ID #001151, Counselor, Pos #P0001560, Academic Faculty Salary Range IV, Step 21, Division of Online Education & Learning Resources, Saddleback College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 1, 1988)
16. HENRY, VINTON, ID #002799, Psychiatric Technology Instructor, Pos #P0001777, Academic Faculty Salary Range I, Step 10, Division of Health Sciences and Human Services, Saddleback College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: January 13, 1986)
17. JACOBS, PAULA, ID #001201, Counselor, Pos #P0001577, Academic Faculty Salary Range V, Step 26, Division of Counseling Services, Saddleback College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: February 2, 1981)
18. JONES, LAWRENCE, ID #001251, Art Instructor, Pos #P0001584, Academic Faculty Salary Range IV, Step 21, Division of Fine Arts and Media Technology, Saddleback College, resignation effective May 30, 2017, and retirement effective May 31, 2017. Payment is authorized for any compensated time off. (Start date: August 22, 1977)
19. LEBAUER, RONI, ID #003707, ESL Instructor, Pos #P0001825, Academic Faculty Salary Range V, Step 26, Division of Liberal Arts, Saddleback College, resignation effective May 27, 2017, and retirement effective May 28, 2017. Payment is authorized for any compensated time off. (Start date: August 20, 1990)
20. LIPOLD, ANTHONY, ID #11210, Dean of Kinesiology and Athletics/Athletics Director, Pos #P0004613, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 8, Division of Kinesiology and Athletics, Saddleback College, resignation effective June 30, 2017, and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Start date: November 30, 2000)
21. LOWE, LESLEY, ID #004241, Physical Education Instructor, Pos #P0001528, Academic Faculty Salary Range IV, Step 16, Division of Kinesiology and Athletics, Saddleback College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 15, 2005)
22. MASSARO, DIXIE, ID #001162, CIS Instructor, Pos #P0001613, Academic Faculty Salary Range V, Step 26, School of Business Sciences, Irvine Valley College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: January 4, 1982)
23. MCCORD, ROY, ID #002512, Physics/Laser Technology Instructor, Pos #P0001004, Academic Faculty Salary Range V, Step 26, School of Physical Sciences and Technologies, Irvine Valley College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 18, 1989)
24. MCCULLOUGH, DIANA, ID #007354, Counselor, Pos #P000, Academic Faculty Salary Range V, Step 13, School of Guidance and Counseling, Irvine Valley College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: January 2, 2002)

25. MCDONOUGH, MARY, ID #001780, Human Development Instructor, Pos #P0002131, Academic Faculty Salary Range II, Step 11, School of Social & Behavioral Sciences, Irvine Valley College, resignation effective May 26, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 15, 1994)
26. ROCHFORD, STEPHEN, ID #003598, Music Instructor, Pos #P0001027, Academic Faculty Salary Range V, Step 24, School of the Arts, Irvine Valley College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 20, 1990)
27. SCAROLA, VITO, ID #002599, Art Instructor, Pos #P0001574, Academic Faculty Salary Range V, Step 26, Division of Fine Arts, Saddleback College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 14, 2000)
28. STERN, SUSAN, ID #003171, ESL Instructor, Pos #P0001785, Academic Faculty Salary Range V, Step 25, School of Languages & Learning Resources, Irvine Valley College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: January 8, 1990)
29. THOMAS, ARLENE, ID #002507, Interior Design Instructor, Pos #P0001308, Academic Faculty Salary Range II, Step 11, Division of Advanced Technology and Applied Science, Saddleback College, resignation effective May 26, 2017, and retirement effective May 27, 2017. Payment is authorized for any compensated time off. (Start date: August 15, 1988)
30. TWICKEN, LAWRENCE, ID #006511, Political Science Instructor, Pos #P0001485, Academic Faculty Salary Range V, Step 19, Division/School , College, resignation effective May 31, 2017, and retirement effective June 1, 2017. Payment is authorized for any compensated time off. (Start date: August 15, 1994)
31. WOODWARD, KENNETH, ID #001011, Economics Instructor, Pos #P0001727, Academic Faculty Salary Range V, Step 26, Division of Social and Behavioral Sciences, Saddleback College, resignation effective May 30, 2017, and retirement effective May 31, 2017. Payment is authorized for any compensated time off. (Start date: January 6, 1986)

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 ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

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

- a. AGUILAR, ERIK is to be employed as Public Safety Assistant, Pos. #P0010423, Department of Campus Safety and Security, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 24 hours per week, 12 months per year, effective May 22, 2017. This position was ratified by the Board of Trustees on October 24, 2016.
- b. BEARDSLEY, BRUCE is to be employed as Grant Project Manager, Categorical, a classified manager, Pos. #P0009415, Division of Liberal Arts, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 11, Step 1, 40 hours per week, 12 months per year, effective June 26, 2017. This position was ratified by the Board of Trustees on June 27, 2016, with employment contingent upon funding by the Level Up: Transforming Student Outcomes grant.
- c. BOTHWELL, DUSTIN is to be employed as Learning Assistance Specialist, Pos. #P0010647, Learning Center, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 134, Step 3, 40 hours per week, 12 months per year, effective June 5, 2017. This position was ratified by the Board of Trustees on December 12, 2016.
- d. CARBAJAL, SAMARA is to be employed as Custodian, Pos. #P0007355, Department of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective June 1, 2017. This position was ratified by the Board of Trustees on January 25, 2016.
- e. FREE, ROBERT is to be employed as Senior Laboratory Technician, Art, Pos. #P0010424, Ceramics, Division of Fine Arts and Media Technology, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 1, 40 hours per week, 12 months per year, effective May 15, 2017. This position was ratified by the Board of Trustees on October 24, 2016.
- f. KOSTINA, KSENIA is to be employed as Program Assistant, Specially Funded, Pos. #P0010420, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 40 hours per week, 12 months per year, effective June 5, 2017. This position was ratified by the Board of Trustees on October 24, 2016.
- g. LOVE, DONALD is to be employed as Public Safety Assistant, Pos. #P0010421, Department of Campus Safety and Security, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 20 hours per week, 12 months per year, effective May 2, 2017. This position was ratified by the Board of Trustees on October 24, 2016.

A. NEW PERSONNEL APPOINTMENTS - Continued

- h. LUNA, GREGORIO is to be employed as Custodian, Pos. #P0007356, Department of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective June 1, 2017. This position was ratified by the Board of Trustees on January 25, 2016.
 - i. MENDOZA MORA, FRANCISCO is to be employed as Custodian, Pos. #P0007360, Department of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective June 1, 2017. This position was ratified by the Board of Trustees on January 25, 2016.
 - j. SMITH, JASON is to be employed as Laboratory Assistant, Pos. #P0004771, School of Physical Sciences, Saddleback College, Classified Bargaining Unit Salary Schedule Range 116, Step 1, 20 hours per week, 12 months per year, effective May 8, 2017. This is a replacement for Sky Phillips.
 - k. SNYDER, DEBORAH is to be employed as Senior Administrative Assistant, Pos. #P0003367, School of Extended of Online and Extended Education, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective June 5, 2017. This is a replacement for Megan Greene.
 - l. SOULTANIAN, RITA is to be employed as Director of the Career and Re-entry Center, Pos. #P0010265, a classified manager, Career Guidance, Division of Transfer, Career and Special Programs, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 11, Step 4, 40 hours per week, 12 months per year, effective August 7, 2017. This position was ratified by the Board of Trustees on September 26, 2016.
 - m. WHEELER, MARK is to be employed as Assistant Director of Facilities, Pos. #P0004533, a classified manager, Department of Physical Plant, Irvine Valley College, Academic and Classified Administrator and Manager Salary Schedule Range 14, Step 2, 40 hours per week, 12 months per year, effective June 6, 2017. This is a replacement for Jeffrey Hurlbut.
 - n. WILCOX, JOHN is to be employed as Testing Specialist, Categorical, Pos. #P0004358, School of Online and Extended Education, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective June 12, 2017. This is a replacement for Becky Bravo.
2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Rate</u>	<u>Start Date</u>
Carralejo, Caitlyn	Outreach Assistant/IVC	20.66	05/05/27-06/30/17
Carrera, Daniel	Custodian/SC	18.71	05/08/17-06/30/17
DeVoe, Todd	Emergency/Business Continuity Mgr/SC	38.71	05/15/17-06/30/17
Gomez, Beatriz	Custodian/IVC	18.71	05/18/17-06/30/17
Gonzalez, Anali	Library Assistant I/IVC	19.66	07/01/17-06/30/18

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Name</u>	<u>Classification</u>	<u>Rate</u>	<u>Start Date</u>
Hall, Brian	Police Officer/IVC	29.14	05/15/17-06/30/17
Ion, Caitlin	Senior Administrative Assistant/IVC	26.45	05/15/17-06/30/17
Kong, Tyan	Police Officer/SC	29.14	05/23/17-06/30/17
Morris, Robert	Greenhouse Assistant/SC	19.18	04/19/17-06/30/17
Yi, Young	Library Assistant I/VC	19.66	07/01/17-06/30/18

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017 and 2017/2018** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Abbas, John	Clerk/SC	16.00	05/18/17-06/30/17
Adimor, Yeetav	TMD Aide/IVC	14.00	05/15/17-06/30/17
Adimor, Yeetav	TMD Aide/IVC	14.00	07/01/17-06/30/18
Allin, Lisa	TMD Aide/IVC	20.00	07/01/17-06/30/18
Aulakh, Jasvinder	Project Specialist/DS	20.00	05/17/17-06/30/17
Bernabe, Delfina	Project Specialist/IVC	20.00	07/01/17-06/30/18
Bright, Kathleen	Project Specialist/DS	25.00	07/01/17-06/30/18
Bueno Rojo, Noemi	Outreach Aide/SC	11.50	07/01/16-06/30/17
Chavez, Joana	TMD Aide/IVC	15.00	07/01/16-06/30/17
Christman, Tyler	TMD Aide/IVC	15.00	07/01/17-06/30/18
Cihelka, Susan	Project Specialist/SC	12.00	07/01/16-06/30/17
Clemons, Gregory	Project Specialist/SC	14.00	04/15/17-06/30/17
Edelman, Eric	Project Specialist/SC	11.50	05/18/17-06/30/17
Florkey, Alexandra	TMD Aide/IVC	11.50	07/01/17-06/30/18
Forouzan, Ghazal	TMD Aide/IVC	20.00	07/01/17-06/30/18
Garcia, Stephanie	Outreach Aide/SC	11.50	07/01/16-06/30/17
Gardner, Keith	TMD Aide/IVC	12.50	07/01/17-06/30/18
Garrison, Karl	Project Specialist/SC	14.00	05/15/17-06/30/17
Gore, Lisa	TMD Aide/IVC	20.00	07/01/17-06/30/18
Grajeda, Mia	Project Specialist/IVC	20.00	07/01/17-06/30/18
Gregory, Matthew	TMD Aide/IVC	14.00	07/01/17-06/30/18
Holtsberg, Hannah	TMD Aide/IVC	14.00	07/01/17-06/30/18
Hughes, Jacob	Adapted Kinesiology Aide/SC	12.00	04/15/17-06/30/17
Hurlbut, Robert	Project Specialist/IVC	20.00	07/01/17-06/30/18
Jones, David	TMD Aide/IVC	20.00	07/01/17-06/30/18
Keasberry-Vnuk, Jessica	TMD Aide/IVC	11.50	07/01/17-06/30/18
Kelly, Brianna	Campus Security Officer - ST/SC	12.00	05/23/17-06/30/17

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017 and 2017/2018** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Lewis, Diane	TMD Aide/IVC	20.00	07/01/17-06/30/18
Ling, Maximilian	Project Specialist/IVC	13.00	05/16/17-06/30/17
Ling, Maximilian	Project Specialist/IVC	13.00	07/01/17-06/30/18
Lucarelli, Jeffrey	Clerk/IVC	11.50	05/01/17-06/30/17
Lucas, Richard	TMD Aide/IVC	12.50	07/01/17-06/30/18
Lupardo, Kevin	TMD Aide/IVC	20.00	07/01/17-06/30/18
Macawile, Robert	Project Specialist/IVC	13.00	07/01/16-06/30/17
Macawile, Robert	Project Specialist/IVC	13.00	07/01/17-06/30/18
Mahmoudian, Naveed	Clerk/SC	14.00	05/18/17-06/30/17
Miller, Alex	TMD Aide/IVC	16.00	07/01/17-06/30/18
Molina Gallardo, Karen	Outreach Aide/SC	11.50	07/01/16-06/30/17
Perez Ruelas, Osvaldo	Outreach Aide/SC	11.50	07/01/16-06/30/17
Perez, Jeremiah	Project Specialist/IVC	20.00	07/01/17-06/30/18
Perez, Megan	Project Specialist/SC	11.50	04/27/17-06/30/17
Preble, Lisa	TMD Aide/IVC	18.00	07/01/17-06/30/18
Reyes-Martha, Mirriam	Project Specialist/IVC	13.00	07/01/17-06/30/18
Rindshoj, Marley	TMD Aide/SC	11.50	04/27/17-06/30/17
Rostami, Fatemeh	Project Specialist/IVC	13.00	07/01/17-06/30/18
Seitz, Kyle	TMD Aide/IVC	14.00	07/01/17-06/30/18
Shalhoup, Dinara	Campus Security Officer - ST/SC	12.00	05/18/17-06/30/17
Snakowski, Andrew	Project Specialist/IVC	18.00	07/01/17-06/30/18
Tejeda, Guillermo	Project Specialist/IVC	16.00	05/22/17-06/30/17
Torres, Rocio	Project Specialist/SC	25.00	05/15/17-06/30/17
Tran, Dan	Project Specialist/IVC	14.00	05/24/17-06/30/17
VanNorman, Timothy	Project Specialist/IVC	27.50	07/01/17-06/30/18
Varela, Marcus	Adapted Kinesiology Aide/SC	13.50	04/15/17-06/30/17
Vega, Manuel	Project Specialist/IVC	13.00	07/01/17-06/30/18
Veneracion, Hana	Project Specialist/SC	11.50	07/01/17-06/30/18
Villaescusa, Nicole	Adapted Kinesiology Aide/SC	20.00	05/30/17-06/30/17
Wagner, Richard	Project Specialist/IVC	25.00	07/01/17-06/30/18
Wu, Jordan	Tutor/SC	12.00	05/24/17-06/30/17

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 and 2017/2018** academic year.

<u>Name</u>	<u>Start/End Date</u>
Brito, Laura	05/04/17-06/30/17
Diniarian, Homa	04/15/17-06/30/17
Gomez, Jenny	05/30/17-06/30/17
Hall, Jordan	07/01/17-06/30/18
Harrell, Lowden	06/15/17-06/30/17

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2016/2017 and 2017/2018** academic year.

<u>Name</u>	<u>Start/End Date</u>
Richmond, Danielle	05/15/17-06/30/17
Rizk, Irene	05/22/17-06/30/17
Shoraka, Roxana	06/15/17-06/30/17
Syed, Umayr	07/01/17-06/30/18

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2016/2017** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Agema, Ryan	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Araiza, Nicholas	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Arzate, Thomas	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Beavis, Wesley	Medical Professional/IVC	70.00	07/01/17-06/30/18
Borgese, James	Model/IVC	25.00	07/01/17-06/30/18
Boswell, Jacob	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Buckwalter, Kurt	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Butler, Robert	Tutor/IVC	12.50	05/19/17-06/30/17
Carey-Zuniga, Andres	Recreation Aide/SC	11.50	05/01/17-06/30/17
Cate, Collin	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Concialdi, Steve	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Connolly, Christine	Tutor/SC	12.00	07/01/17-06/30/18
Cranke, David	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Culp, Robin	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Cunningham, David	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Czechorosky, Tonia	Model/IVC	25.00	07/01/17-06/30/18
Davis, Aaron	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Deason, Ryan	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Dhillon, Garrett	Tutor/SC	12.00	07/01/17-06/30/18
Diamond, Mitchell	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Diamond, Nicholas	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Diaz, Tyler	Tutor/SC	12.00	07/01/17-06/30/18
Eckhart, Sherry	Model/IVC	25.00	07/01/17-06/30/18
El Rayess Naime, Omar	Tutor/SC	12.00	07/01/17-06/30/18

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2016/2017** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Finkelstein, Kara	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Gilmore, Richard	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Gonzalez, Anthony	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Grace, Klair	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Gracey, Michael	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Graham, Brian	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Gray, Jason	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Green, Mariko	Tutor/SC	19.00	07/01/17-06/30/18
Grijalva, Louie	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Grossman, Marc	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Hagie, Tyler	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Halvorson, Sierra	Model/IVC	25.00	07/01/17-06/30/18
Hernandez, Mark	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Hervas, Adrianne Belinda	Tutor/IVC	11.50	05/24/17-06/30/17
Heto, Prince	Tutor/SC	12.00	07/01/17-06/30/18
Hibbard, Jason	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Hobbs, Scott	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Hosseiny, Habib	Tutor/SC	12.00	07/01/17-06/30/18
Huerta, Christopher	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Johnson, Eric	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Karpaty, Rebecca	Tutor/SC	12.00	05/15/17-06/30/17
Kennedy, Joseph	Clinical Skills Specialist/SC	20.00	05/25/17-06/30/17
Kinnaird, John	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Knabe, Travis	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Kunkle, Jeremy	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Lappin, David	Tutor/SC	12.00	07/01/17-06/30/18
Lavino, Stacy	Medical Professional/IVC	40.00	07/01/17-06/30/18
Lazar, Garrick	Community Ed Expert/SC	20.00	07/01/17-06/30/18
Lerario, Nicholas	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Luschei, Ashleigh	Tutor/SC	12.00	07/01/17-06/30/18
MacDonald, Donald	Tutor/SC	12.00	07/01/17-06/30/18
Manzo, Tony	Clinical Skills Specialist/SC	20.00	03/27/17-06/30/17
Manzo, Tony	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
McConaughy, Richard	Tutor/SC	12.00	07/01/17-06/30/18
McConkey, Jennifer	Tutor/SC	15.00	07/01/17-06/30/18
Meach, Neil	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Micalizio, Gabriella	Community Ed Presenter/SC	11.50	05/18/17-06/30/17
Mirzada, Maschal	Tutor/SC	12.00	05/18/17-06/30/17
Moscarello Merritt, Michele	Medical Professional/IVC	70.00	07/01/17-06/30/18
Moss, Joan	Medical Professional/IVC	70.00	07/01/17-06/30/18

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2016/2017** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Mozaffari, Khashayar	Tutor/SC	12.00	05/15/17-06/30/17
Mulder, Cole	Recreation Aide/SC	11.50	05/17/17-06/30/17
Niggemann, Richard	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Olinger, Gilbert	Model/IVC	25.00	07/01/17-06/30/18
Oye, Bradley	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Padden, Thomas	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Pardoen, Brent	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Parsons, Rhys	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Parva, Ali	Tutor/SC	12.00	05/24/17-06/30/17
Realmuto, Brandon	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Reis, Matthew	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Roach, Andrew	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Robinson, Jack	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Rodriguez, Justin	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Rodriguez, Priscilla	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Rolfe, Matthew	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Rosendale, Steven	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Rush, Deane	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Samsel, Joelle	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Sardegna, Anthony	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Schultz, Scott	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Smith, Jordan	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Smith, Kascy	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Smyth, Steven	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Snetter, Miatta	Medical Professional/IVC	50.00	07/01/17-06/30/18
Soewono, Nicholas	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Stenshoel, Peter	Model/IVC	25.00	07/01/17-06/30/18
Stockus, Robert	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Suppe, Dustin	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Takhsha, Mahsa	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Tomasick, James	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Tortarolo, Victoria	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Turner, Tracey	Model/IVC	25.00	07/01/17-06/30/18
Tyson, Stuart	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Vick, Jeffrey	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Vreeland, Avera	Model/IVC	25.00	07/01/17-06/30/18
Wecklich, Steven	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
White, Christine	Medical Professional/IVC	35.00	07/01/17-06/30/18

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

1. PROGRAM COORDINATOR, CATEGORICAL, Pos. #P0006517, Classified Bargaining Unit Salary Schedule Range 134, Division of Mathematics, Sciences and Engineering, Saddleback College seeks authorization to eliminate this part-time 10 hours per week, 12 months per year position from its staff complement, effective June 27, 2017. (Position ratified by the Board of Trustees on June 22, 2015)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. ADMINISTRATIVE ASSISTANT, CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 121, Adult Education, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per year position to its staff complement, effective June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.
2. COMPUTER/AUDIOVISUAL TECHNICIAN, SPECIAL FUNDED, Classified Bargaining Unit Salary Schedule Range 126, Audio Visual, Department of Technology Services, Saddleback College seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Student Services and Support Program Plan (SSSP).
3. PROGRAM ASSISTANT, CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 118, Adult Education, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College seeks authorization to establish and announce two (2) full-time, 40 hours per week, 12 months per year positions to its staff complement, effective June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.
4. PROGRAM ASSISTANT, CATEGORICAL, Classified Bargaining Unit Salary Schedule Range 118, Division of Health Sciences and Human Services, Saddleback College seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per year position to its staff complement, effective June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Medical Lab Technician (MLT) grant.
5. SENIOR ADMINISTRATIVE ASSISTANT, Classified Bargaining Unit Salary Schedule Range 127, Department of Business Services, District Services seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 26, 2017.

D. REORGANIZATION

1. IRVINE VALLEY COLLEGE seeks authorization to change the reporting structure for Grants Analyst, Pos. #P0004098 within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021, from reporting to the Dean of Instruction, Economic and Workforce Development, to begin reporting to the Vice President of College Administrative Services, effective June 1, 2017. (Pos. #P0004098 is appointed to Rachel Manders, ID #015391)

E. RECLASSIFICATION

1. IRVINE VALLEY COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #P0003271, Extended Opportunity Programs and Services, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hours per week, 12 months per year; and **CREATE EXTENDED OPPORTUNITY PROGRAM SPECIALIST**, Extended Opportunity Programs and Services, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 27, 2017. (Pos. #P0003271 was ratified by the Board of Trustees on February 27, 2006)

F. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)
 - a. APARICIO, INA, ID #009028, Child Development Specialist, Pos. #P0003225, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Irvine Valley College, is to be employed as Child Development Specialist, Pos. #P0003227, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Saddleback College, pursuant to Article 17.4 of the C.S.E.A. contract. (Permanent hire date: April 1, 1998)
 - b. HAMID, MASTOORA, ID #013621, Child Development Specialist, Pos. #P0003344, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Irvine Valley College, is to be employed as Child Development Specialist, Pos. #P0003298, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Saddleback College, pursuant to Article 17.4 of the C.S.E.A. contract. (Permanent hire date: September 1, 2004)
 - c. METCALF, ANDRIA, ID #018020, Admissions and Records Specialist I, Pos. #P0002617, Classified Bargaining Unit Salary Schedule Range 116, Step 2, 25 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 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, June 19, 2016. This is a replacement for Melanie Hayashi-Smith.

F. CHANGE OF STATUS - Continued

- d. LESSARD, JARED, ID #021952, Research and Planning Analyst, Pos. #P0006699, Classified Bargaining Unit Salary Schedule Range 138, Step 2, 40 hours per week, 12 months per year, Research, Planning and Accreditation, Irvine Valley College, is to be employed as Senior Research and Planning Analyst, Pos. #P0004972, Classified Bargaining Unit Salary Schedule Range 144, Step 1, 40 hours per week, 12 months per year, Department of Research, Planning and Accreditation, Saddleback College, effective June 12, 2017. This is a replacement for Dean Crews. Employment in this position is contingent upon funding by 84% general funds, and 16% grant funds from the Common Assessment Initiative grant.
- e. MAROTTA, RINA, ID #014146, Administrative Assistant, Pos. #P0003279, Classified Bargaining Unit Salary Schedule Range 121, Step 4, 40 hours per week, 12 months per year, Child Development Center, Office of Student Services, Irvine Valley College, is to be employed as Administrative Assistant, Pos. #P0010873, Classified Bargaining Unit Salary Schedule Range 121, Step 4, 40 hours per week, 12 months per year, International Student Center, School of Admissions, Records and Enrollment Services, Irvine Valley College, pursuant to Article 17.4 of the C.S.E.A. contract. (Permanent hire date: January 31, 2005)
- f. ¹MAYNARD, EMILY, ID #020648, Student Development Office Assistant, Pos. #P0004481, Classified Bargaining Unit Salary Schedule Range 121, Step 4, 29 hours per week, 12 months per year, Student Development, Office of Student Services, Saddleback College, is to be employed as Grant Project Manager, Categorical (Real Estate Education), Pos. #P0010416, Classified Bargaining Unit Salary Schedule Range 8, Step 1, 20 hours per week, 12 months per year, Division of Business Sciences and Economic and Workforce Development, Saddleback College, effective May 15, 2017. This position was ratified by the Board of Trustees on October 24, 2016, with employment contingent upon funding by the Real Estate Education grant.
- g. PASQUALETTO, MATTHEW, ID #021456, Outreach Assistant, Pos. #P0004907, Classified Bargaining Unit Salary Schedule Range 117, Step 2, 40 hours per week, 12 months per year, Outreach and Recruitment, Division of Community Education, Emeritus Institute, and K-12 Partnership, Saddleback College is to be employed as Program Outreach Specialist, Categorical, Pos. #0010874, Classified Bargaining Unit Salary Schedule Range 131, Step 1, 40 hours per week, 12 months per year Division of Community Education, Emeritus Institute, and K-12 Partnership, Saddleback College, effective June 19, 2017. This position was ratified by the Board of Trustees on January 23, 2017, with employment contingent upon funding by revenue from the Adult Education program.
- h. SPIEGEL, EILEEN, ID #004104, Child Development Specialist, Pos. #P0003392, Classified Bargaining Unit Salary Schedule Range 122, Step 5, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Irvine Valley College, is to be employed as Child Development Specialist, Pos. #P0003502, Classified Bargaining Unit Salary Schedule Range 122, Step 5, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Saddleback College, pursuant to Article 17.4 of the C.S.E.A. contract. (Permanent hire date: November 4, 2013)

¹ Related to Daniel Predoehl, Assistant Dean of Division/Director of Emeritus Institute, Saddleback College.

G. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

1. AL-QUTAIPI, YAHYA, ID #022327, Office Assistant, Pos. #P0010426, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 40 hours per week, 12 months per year, Disabled Students Programs and Services, Irvine Valley 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 June 1, 2017.
2. FARSHIDPOUR, KIANOUSH, ID #006264, Library Assistant I, Pos. #P0003222, Classified Bargaining Unit Salary Schedule Range 115, Step 6, 40 hours per week, 12 months per year, Division of Online Education and Learning Resources, 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 June 1, 2017.
3. SORIA, LUCILA, ID #001653, Library Assistant II, Pos. #P0003401, Classified Bargaining Unit Salary Schedule Range 119, Step 6, 40 hours per week, 12 months per year, Division of Online Education and Learning Resources, 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 June 1, 2017.

H. OUT OF CLASS ASSIGNMENTS

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

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Alba, Daniel	Building Maintenance Worker	124/2	40	05/01/2017
Oropallo, John	Locksmith	128/5	40	05/01/2017

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

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Kwan, Susan	Human Resources Operations Supervisor	9/1	40	06/01/2017

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

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Nguyen, Vincent	Admissions/Records Specialist III	122/6	40	05/08/2017

H. OUT OF CLASS ASSIGNMENTS - Continued

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

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Hobson, John	Copy Center Technician	124/5	40	05/01/2017
Reyna, Stephanie	New Media and Marketing Specialist	138/4	40	06/01/2017

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

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Cooper, Vincent	Media Production Specialist	136/6	40	06/26/2017

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ABER, DANIEL, ID #022569, Computer/Audiovisual Technician, Pos. #P0004465, Audio Visual, Department of Information Technology Center, Saddleback College, conclusion of employment effective May 19, 2017. Payment is authorized for any compensated time off. (Probationary Start date: October 31, 2016)
2. BANES, SHERRI, ID #012881, Program Coordinator, Categorical, Pos. #P0005204, Division of Health Sciences and Human Services, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: December 5, 2002)
3. BASU, JULIE, ID #007605, Senior Child Development Specialist, Pos. #P0003274, Child Development Center, Office of Student Services, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: October 21, 1996)
4. BUTH, KAN, ID #014194, Custodian, Pos. #P0003060, Department of Physical Plant, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: March 22, 2005)
5. COLLINS, HUGH MICHAEL, ID #004831, Technical Director/Scenic Designer, Pos. #P0004350, School of the Arts, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: September 30, 1991)
6. DEAR, DONALD, ID #017594, Police Officer, Pos. #P0002572, Department of Campus Safety and Security, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: August 2, 2010)

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

7. DIALTO, LOIS, ID #003145, Curriculum Specialist, Pos. #P0004794, School of Social and Behavioral Sciences, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: December 5, 1989)
8. EITENEER, NATALIA, ID #015851, Child Development Specialist, Pos. #P0003266, Child Development Center, Office of Student Services, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: January 5, 2009)
9. FAGAN, JAMES, ID #014702, Athletic Equipment Specialist/Driver, Pos. #P0002783, Division of Kinesiology and Athletics, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: January 4, 2006)
10. GARCIA, SANTOS, ID #015633, Police Officer, Pos. #P0002578, Department of Campus Safety and Security, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: July 23, 2007)
11. GARNER, KORI, ID #014632, New Media and Marketing Specialist, Pos. #P0004169, Department of Marketing and Creative Services, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: July 5, 2006)
12. GLADIEUX, JOSHUA, ID #019831, Library Assistant I, Pos. #P0006919, School of Library Services, Irvine Valley College, resignation effective May 15, 2017. Payment is authorized for any compensated time off. (Permanent Start date: April 6, 2015)
13. HAYENGA, JUDITH, ID #011388, Accounting Specialist, Pos. #P0004073, Department of Fiscal Services, District Services, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: January 30, 2001)
14. ISLAM, TAHINA, ID #018758, Child Development Specialist, Pos. #P0003927, Child Development Center, Office of Student Services, Irvine Valley College, conclusion of employment effective June 30, 2017, in accordance with California Education Code sections 88117 and 88127, and Article 17 of the C.S.E.A. contract. Payment is authorized for any compensated time off. (Permanent hire date: October 8, 2012)
15. JACOB, JANET, ID #014786, Senior Administrative Assistant, Pos. #P0003411, Division of Health Sciences and Human Services, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: April 9, 2007).
16. KEITH, RANDEL, ID #014835, Electrician, Pos. #P0003566, Department of Physical Plant, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: October 30, 2006)

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

17. KILDUFF, CINDY, ID #020609, Child Development Specialist, Pos. #P0003227, Child Development Center, Office of Student Services, Saddleback College, conclusion of employment effective June 30, 2017, in accordance with California Education Code sections 88117 and 88127, and Article 17 of the C.S.E.A. contract. Payment is authorized for any compensated time off. (Permanent start date: June 6, 2016)
18. KINDER, KENNETH, ID #015087, Senior Laboratory Technician, Photography, Pos. #P0003324, Division of Fine Arts and Media Technology, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: February 12, 2007)
19. KOBZEFF, KAREN, ID #007647, Administrative Assistant, Pos. #P0003271, Extended Opportunity Programs and Services, School of Guidance and Counseling, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: November 17, 1998)
20. LAKOW, I. ANTONIA, ID #009731, Human Resources Operations Supervisor, Pos. #P0004952, Office of Human Resources, District Services, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: February 23, 2000)
21. LUKAS, JEAN, ID #002026, Senior Administrative Assistant, Pos. #P0003349, Department of Safety and Security, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: July 26, 1977)
22. MANCINI, ANTONIO, ID #014927, Police Officer, Pos. #P0002570, Department of Campus Safety and Security, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: June 21, 2006)
23. MARTINEZ, SUZANNE, ID #022136, Child Development Specialist, Pos. #P0003441, Child Development Center, Office of Student Services, Irvine Valley College, conclusion of employment effective June 30, 2017, in accordance with California Education Code sections 88117 and 88127, and Article 17 of the C.S.E.A. contract. Payment is authorized for any compensated time off. (Permanent start date: June 20, 2016)
24. O'TOUSA, CLARINE, ID #015292, Financial Analyst, Pos. #P0004576, Office of Fiscal Service, District Services, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: January 8, 2007)
25. OZUROVICH, JOHN, ID #006816, Senior Director of College Facilities, Pos. #P0005024, Department of Physical Plant, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: December 12, 1994)

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

26. POURSHAFAI, SIMIN, ID #012947, Child Development Specialist, Pos. #P0003193, Child Development Center, Office of Student Services, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: August 21, 2006)
27. RICKERSON, ROBERT, ID #006550, Art Gallery Specialist/Curator, Pos. #P0003236, Division of Fine Arts and Media Technology, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: August 22, 1994)
28. RODRIGUEZ, RICHARD, ID #001362, HVAC Technician, Pos. #P0003246, Department of Physical Plant, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: November 3, 1986)
29. SCHNEIDER, LINDA, ID # 006530, Senior Child Development Specialist, Pos. #P0003336, Child Development Center, Office of Student Services, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent start date: August 23, 1994)
30. SCHULTZ, KATHERINE, ID #014623, Counseling Office Assistant, Pos. #P0003445, Disabled Students Programs and Services, Division of Transfer, Career and Special Programs, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: November 15, 2006)
31. SEMANIK, JOYCE, ID #001458, Registrar, Pos. #P0004597, Division of Admissions, Records and Enrollment Services, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: May 10, 1988)
32. SALERNO, JULIE, ID #020115, Child Development Specialist, Pos. #P0003285, Child Development Center, Office of Student Services, Irvine Valley College, conclusion of employment effective June 30, 2017, in accordance with California Education Code sections 88117 and 88127, and Article 17 of the C.S.E.A. contract. Payment is authorized for any compensated time off. (Permanent start date: August 25, 2014)
33. SHARMA, MAMTA, ID #019169, Child Development Specialist, Pos. #P0003515, Child Development Center, Office of Student Services, Irvine Valley College, conclusion of employment effective June 30, 2017, in accordance with California Education Code sections 88117 and 88127, and Article 17 of the C.S.E.A. contract. Payment is authorized for any compensated time off. (Permanent start date: October 29, 2015)
34. SIDOTI, ANTHONY, ID #004079, Lead Building Maintenance Workers, Pos. #P0003164, Department of Facilities and Maintenance, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: December 11, 1990)

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

35. SILVA, FELISSA, ID #018759, Child Development Specialist, Pos. #P0003298, Child Development Center, Office of Student Services, Saddleback College, conclusion of employment effective June 30, 2017, in accordance with California Education Code sections 88117 and 88127, and Article 17 of the C.S.E.A. contract. Payment is authorized for any compensated time off. (Permanent start date: March 2, 2015)
36. SUAREZ, MATTHEW, ID #001340, Instructional Site Supervisor, Pos. #P0004588, School of Academic Programs and Economic and Workforce Development, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: July 23, 1974)
37. THOMAS, BECKY, ID #002086, Director of Child Development Center, Pos. #P0004546, Child Development Center, Office of Student Services, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: August 15, 1988)
38. TIBBO, BEVERLY, ID #022206, Health Center Nurse, Pos. #P0004855, Student Health Center, Office of Student Services, Irvine Valley College, resignation effective May 19, 2017. Payment is authorized for any compensated time off. (Permanent Start date: July 25, 2016)
39. ULLRICH, KAREN, ID #019167, Child Development Specialist, Pos. #P0003502, Child Development Center, Office of Student Services, Saddleback College, conclusion of employment effective June 30, 2017, in accordance with California Education Code sections 88117 and 88127, and Article 17 of the C.S.E.A. contract. Payment is authorized for any compensated time off. (Permanent start date: March 2, 2015)
40. WELCH, NINA, ID #014849, Fine Art Public Information Officer, Pos. #P0003198, Division of Fine Arts and Media Technology, Saddleback College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: May 15, 2006)
41. WOOD, KRISTINA, ID #015178, Child Development Specialist, Pos. #P0003413, Child Development Center, Office of Student Services, Irvine Valley College, resignation effective June 30, 2017 and retirement effective July 1, 2017. Payment is authorized for any compensated time off. (Permanent Start date: October 23, 2006)

J. VOLUNTEERS

1. The following individuals are to be ratified as Volunteers for the 2016/2017 and 2017/2018 academic years.

Advanced Technology and Applied Sciences, Saddleback College

Miller, Steffan	Namiranian, Vishtasb	Perry, Nick
Pulsifer, Stephanie	Quintero, Edward	Strickland, Bernard
Zastoupil, John		

J. VOLUNTEERS - Continued

1. The following individuals are to be ratified as Volunteers for the 2016/2017 and 2017/2018 academic years.

Business Science, Irvine Valley College

Borhami, Farbad Tagndissi	Draghma, Nadia	Ginsbury, Terry
Hays, Robert	Janisch, David	Lemus, Irvin
Mers, Michael	Miyadi, Eric	Odabasoglu, Omer
Tran, Tinh		

Community Education, Emeritus and K-12 Partnership Saddleback College
Carbone, Martin

Fine Arts and Media Technology, Saddleback College

Amphero, Carlos	Berkson, Soleil	Casillas, Melissa
Cerda, Kimberly	Farris, Kristin	Frost, Hanna
Kramer, Deborah	Kramer, Lauren	La, Ha
Liebmann, Jenna	Mahaffey, Claire	Mahaffey, Kari
McCulloch, Andrea	McKinstry, Brian	Moklev, Andrea
Moklev, Morgan	Nepomuceno, Isabelle	Pelgrim, Megan
Puttus, Richard	Quinn, Ara	Quinn, Dawn
Ramirez, Robert	Rochford, Stephen	Solessla, Megan
Soucek, Raquel	Soucek, Syanie	Valentine, Michael
Weller, Kimberly	Wilkison, Riley	Woolsey, Emily
Yip, Vienna		

Guidance and Counseling Irvine Valley College

Behmardian, Aryana	Dominguez, Cristian	Hall, Jennifer
Wright, Jewel		

Humanities and Languages, Irvine Valley College

Ellwa, Harwa

Liberal Arts, Irvine Valley College

Andrade, Stephanie	Cheng, Susan	Han, Rachel
Jiang, Joanne	Lo, Vianna	Matthews, Amina
Phou, Cindy	Sun, Gillian	Wang, Rex

Life and Physical Sciences, Irvine Valley College

Anderson, Kathy	Bordelon, Mark	Gross, Barbara
Gross, Murray	Itoh, Joanne	Itoh, Shigeto
Kingery, Robert	Lefevre, Daniel	Nguyen, Nga
Pham, Hanh	Shaw-Kingery, Youlin	Tran, Hung
Vaccher, Robert		

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Sabbatical Leave Rescindment

ACTION: Approval

BACKGROUND

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section H, of the Academic Employee Master Agreement.

On January 23, 2017, the Board of Trustees approved the sabbatical projects of 14 faculty members for the 2017-2018 academic year, including Professor June McLaughlin, Paralegal Studies Program Director at Irvine Valley College, for the Spring 2018 semester.

STATUS

For professional reasons, Professor McLaughlin requests that approval of her sabbatical leave for the Spring 2018 semester be rescinded to allow her to serve as Academic Senate President.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees rescind approval of sabbatical leave for June McLaughlin for the Spring 2018 semester.

TO: Board of Trustees

FROM: Timothy Jemal, Board President

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

ACTION: Approval

BACKGROUND

On August 22, 2016 the Board of Trustees appointed Dr. Fitzsimons to the position of Interim Chancellor. The employment contract covered the period from August 23, 2016 through June 30, 2017.

STATUS

The Board of Trustees has made the decision to amend the assignment of Dr. Fitzsimons as Interim Chancellor. The revised employment contract, shown in Exhibit A, is for the period July 1, 2017 through June 30, 2018, at a base salary of \$330,000.00 per year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract of Dr. Debra L. Fitzsimons to serve as Interim Chancellor, South Orange County Community College District, effective July 1, 2017 through June 30, 2018, at a base salary of \$330,000.00 per year, as shown in Exhibit A.

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

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 26th day of June, 2017, by and between the Governing Board of the South Orange County Community College District ("District" or "Board") and Debra Fitzsimons ("Interim Chancellor" or "Dr. Fitzsimons").

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Chancellor. Dr. Fitzsimons is hereby employed for a period commencing on July 1, 2017, and ending on June 30, 2018, or earlier, as the Interim Chancellor, South Orange County Community College District. As Interim Chancellor, Dr. Fitzsimons is an academic employee as defined in Education Code section 87001(a), and an educational administrator or student services administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). This Agreement supersedes all prior agreements and understandings of the parties in connection with Dr. Fitzsimons' employment as Interim Chancellor.

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

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

4. Salary.

a. For the period commencing on July 1, 2017, and ending on June 30, 2018, Dr. Fitzsimons shall continue to receive an annualized base salary of \$330,000. The annualized salary shall be paid in equal monthly installments. Compensation for periods of less than a complete month of service shall be paid based on the daily rate of pay derived from the annual salary in a manner consistent with District payroll practices. The Board reserves the right to increase the Interim Chancellor's salary from time to time. If this Agreement, or the Interim Chancellor's service, is extended beyond June 30, 2018, the annualized base salary stated above shall be increased by three percent (3%) for the period July 1, 2018 through June 30, 2019. Any adjustment in salary during the term of this Agreement shall be in the form of a written amendment,

and shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement. If, at any time during the term of this Agreement, the District employs a permanent Chancellor, Dr. Fitzsimons' assignment and salary shall, effective upon ten working days' notice of that appointment, revert to her salary and assignment as Vice Chancellor of Business Services, at Range 27, Step 8 of the applicable salary schedule.

b. In addition to base salary, throughout the term of this Agreement, Dr. Fitzsimons shall continue to receive any stipends and allowances as provided under her contract of employment as Vice Chancellor of Business Services, with the exception of the monthly mileage allowance which will be increased during this period of this Agreement to the higher rate established for the chancellor.

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

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

7. Supplemental Retirement Plan. Dr. Fitzsimons is currently eligible to enroll in the District's PARS Supplemental Retirement Plan. (See, attached Exhibit A.) As partial consideration for her decision to delay retirement, and to instead accept this interim assignment, Dr. Fitzsimons shall remain eligible to provide notice of her intent to participate in said PARS Supplemental Retirement Plan, on the same terms set forth in Exhibit A, or as a one-time payment, until December 31, 2018, unless the term of this Agreement is extended. If the term of this Agreement is extended, the expiration date for Dr. Fitzsimons to give notice of her intent to participate in said PARS Supplemental Retirement Plan will be no later than 6 months after a new Chancellor is employed by action of the Board, and begins service in the District.

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

9. Amendment, Termination, or Non-renewal.

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

b. This Agreement will terminate effective with the close of business on June 30, 2018, or earlier if a permanent chancellor is appointed by the Board, without any further notice to Dr. Fitzsimons by the District, except as provided in paragraph 4, above, and paragraph 9.c., below. The provisions of Education Code section 72411(a), (b) and (c) shall not apply to this Agreement.

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

d. Notwithstanding any other provisions of this Agreement, in accordance with Government Code sections 53260 and 53261, in the event this Agreement is terminated, Dr. Fitzsimons shall not be entitled to any remaining salary attributable to her service as Interim Chancellor. Dr. Fitzsimons' termination from the District will remain subject to the terms of her contract for service as Vice Chancellor of Business Services. Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Dr. Fitzsimons is convicted of a crime constituting "abuse of office," she shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (e.g., for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

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

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

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

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

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

**GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**

By: _____
Timothy Jemal
President, Board of Trustees

Debra Fitzsimons, Ed.D.

Approved:

Date: _____

**GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Annual Accreditation Reports

ACTION: Information

BACKGROUND

In accordance with the normal accreditation process, the colleges are required to submit an annual report to the Accrediting Commission for Community and Junior Colleges.

STATUS

Both Saddleback College and Irvine Valley College have prepared their Annual Accreditation Reports, which were submitted to the Accrediting Commission for Community and Junior Colleges by the March 31 deadline. The Saddleback College Annual Report is provided as Exhibit A. The Irvine Valley College Annual Report is provided as Exhibit B.



ACCREDITING COMMISSION FOR COMMUNITY AND JUNIOR COLLEGES

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES

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2017 Annual Report REVIEW

Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

General Information

#	Question	Answer
1.	Confirm logged into the correct institution's report	Confirmed
2.	Name of individual preparing report:	Juan Avalos
3.	Phone number of person preparing report:	949-582-4566
4.	E-mail of person preparing report:	javalos@saddleback.edu
5.	Total unduplicated headcount enrollment:	Fall 2016: 27,006 Fall 2015: 25,960 Fall 2014: 25,593
6.	Total unduplicated headcount enrollment in degree applicable credit courses:	Fall 2016: 19,246 Fall 2015: 19,140 Fall 2014: 19,611
7.	Headcount enrollment in pre-collegiate credit courses (which do not count toward degree requirements):	Fall 2016: 2,299 Fall 2015: 2,450 Fall 2014: 1,641
8.	Number of programs which may be fully completed via distance education:	Fall 2016: 1 Fall 2015: 5 Fall 2014: 6
9.	Total unduplicated headcount enrollment in all types of Distance Education:	Fall 2016: 9,161 Fall 2015: 8,819 Fall 2014: 8,128
10.	Do you offer Correspondence Education?	No
11.	Total unduplicated headcount enrollment in all types of Correspondence Education:	Fall 2016: n/a Fall 2015: n/a Fall 2014: n/a

Student Achievement Data

#	Question	Answer																																										
12.	<p>a. What is your Institution-set standard for successful student course completion?</p> <p>b. Actual successful course completion rate:</p>	<table border="1"> <thead> <tr> <th>2016</th> <th>2015</th> <th>2014</th> </tr> </thead> <tbody> <tr> <td>73.37 %</td> <td>70.29 %</td> <td>70.01 %</td> </tr> <tr> <td>73.74 %</td> <td>72.23 %</td> <td>71.62 %</td> </tr> </tbody> </table>	2016	2015	2014	73.37 %	70.29 %	70.01 %	73.74 %	72.23 %	71.62 %																																	
2016	2015	2014																																										
73.37 %	70.29 %	70.01 %																																										
73.74 %	72.23 %	71.62 %																																										
13.	<p>a. Type of Institute-set standard for degrees If Number-other or Percent-other, please describe:</p> <p>b. What is your Institution-set standard for degrees?</p> <p>c. Actual degrees awarded:</p>	<p>Number of degrees</p> <table border="1"> <thead> <tr> <th>2016</th> <th>2015</th> <th>2014</th> </tr> </thead> <tbody> <tr> <td>1,304</td> <td>1,300</td> <td>1,064</td> </tr> <tr> <td>1,424</td> <td>1,321</td> <td>1,136</td> </tr> </tbody> </table>	2016	2015	2014	1,304	1,300	1,064	1,424	1,321	1,136																																	
2016	2015	2014																																										
1,304	1,300	1,064																																										
1,424	1,321	1,136																																										
14.	<p>a. Type of Institute-set standard for certificates If Number-other or Percent-other, please describe:</p> <p>b. What is your Institution-set standard for certificates?</p> <p>c. Actual certificates awarded:</p>	<p>Number of certificates</p> <table border="1"> <thead> <tr> <th>2016</th> <th>2015</th> <th>2014</th> </tr> </thead> <tbody> <tr> <td>2,112</td> <td>2,247</td> <td>1,926</td> </tr> <tr> <td>2,347</td> <td>2,302</td> <td>1,955</td> </tr> </tbody> </table>	2016	2015	2014	2,112	2,247	1,926	2,347	2,302	1,955																																	
2016	2015	2014																																										
2,112	2,247	1,926																																										
2,347	2,302	1,955																																										
15.	<p>a. Type of Institute-set standard for student transfers to a 4-year colleges/universities If Number-other or Percent-other, please describe:</p> <p>b. What is your Institution-set standard for student transfers to 4-year colleges/universities?</p> <p>c. Actual student transfers to 4-year colleges/universities:</p>	<p>Number of transfers</p> <table border="1"> <thead> <tr> <th>2016</th> <th>2015</th> <th>2014</th> </tr> </thead> <tbody> <tr> <td>3,358</td> <td>4,077</td> <td>3,556</td> </tr> <tr> <td>3,605</td> <td>3,915</td> <td>3,424</td> </tr> </tbody> </table>	2016	2015	2014	3,358	4,077	3,556	3,605	3,915	3,424																																	
2016	2015	2014																																										
3,358	4,077	3,556																																										
3,605	3,915	3,424																																										
16.	Number of CTE certificates and degrees for which the Institution has set a standard for licensure passage rates:	2016: 6 2015: 6 2014: n/a																																										
17.	Number of CTE certificates and degrees for which the Institution has set a standard for graduate employment rates:	2016: 17 2015: 9 2014: n/a																																										
18.	Examination pass rates in programs for which students must pass a licensure examination in order to work in their field of study:	<table border="1"> <thead> <tr> <th>Program</th> <th>Examination</th> <th>Institution set standard (%)</th> <th>2015 Pass Rate (%)</th> <th>2014 Pass Rate (%)</th> <th>2013 Pass Rate (%)</th> </tr> </thead> <tbody> <tr> <td>Nursing</td> <td>national</td> <td>90 %</td> <td>93 %</td> <td>94 %</td> <td>96 %</td> </tr> <tr> <td>Paramedic</td> <td>national</td> <td>90 %</td> <td>100 %</td> <td>99 %</td> <td>99 %</td> </tr> <tr> <td>Emergency Medical Technician</td> <td>national</td> <td>60 %</td> <td>78 %</td> <td>63 %</td> <td>75 %</td> </tr> <tr> <td>Medical Lab Technician</td> <td>national</td> <td>90 %</td> <td>100 %</td> <td>100 %</td> <td>n/a %</td> </tr> <tr> <td>Phlebotomy</td> <td>national</td> <td>76 %</td> <td>76 %</td> <td>93 %</td> <td>91 %</td> </tr> <tr> <td>Cosmetology</td> <td>state</td> <td>75 %</td> <td>91 %</td> <td>77 %</td> <td>80 %</td> </tr> </tbody> </table>	Program	Examination	Institution set standard (%)	2015 Pass Rate (%)	2014 Pass Rate (%)	2013 Pass Rate (%)	Nursing	national	90 %	93 %	94 %	96 %	Paramedic	national	90 %	100 %	99 %	99 %	Emergency Medical Technician	national	60 %	78 %	63 %	75 %	Medical Lab Technician	national	90 %	100 %	100 %	n/a %	Phlebotomy	national	76 %	76 %	93 %	91 %	Cosmetology	state	75 %	91 %	77 %	80 %
Program	Examination	Institution set standard (%)	2015 Pass Rate (%)	2014 Pass Rate (%)	2013 Pass Rate (%)																																							
Nursing	national	90 %	93 %	94 %	96 %																																							
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Emergency Medical Technician	national	60 %	78 %	63 %	75 %																																							
Medical Lab Technician	national	90 %	100 %	100 %	n/a %																																							
Phlebotomy	national	76 %	76 %	93 %	91 %																																							
Cosmetology	state	75 %	91 %	77 %	80 %																																							
19.	Job placement rates for students completing certificate programs and CTE (career-technical education) degrees:	<table border="1"> <thead> <tr> <th>Program</th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Program																																									
Program																																												

	Institution set standard (%)	2015 Job Placement Rate (%)	2014 Job Placement Rate (%)	2013 Job Placement Rate (%)
Administrative Medical Assistant	60 %	93.8 %	68.4 %	62.1 %
Advanced Culinary Arts	75 %	77.8 %	n/a %	n/a %
Alcohol and Drug Studies	60 %	90 %	65 %	62.9 %
Business Leadership	75 %	70 %	n/a %	n/a %
Cinema	50 %	100 %	50 %	25 %
Clinical Medical Assistant	60 %	68.4 %	77.3 %	63.2 %
Computerized Accounting Specialist	75 %	82.5 %	n/a %	n/a %
Cosmetology	55 %	82.6 %	66.7 %	56.2 %
Early Childhood Teacher	60 %	72.6 %	64.4 %	68.2 %
Fashion Merchandising	55 %	66.7 %	n/a %	n/a %
Health Information Technology	70 %	76.9 %	n/a %	n/a %
Medical Lab Technology	80 %	81.8 %	n/a %	n/a %
Network Administrator	75 %	93.9 %	n/a %	n/a %
Nutrition	55 %	65 %	n/a %	n/a %
Paramedic	70 %	100 %	100 %	71.8 %
Registered Nurse	80 %	80.7 %	82.4 %	61 %

Student Learning Outcomes and Assessment

Note: Colleges were expected to achieve the proficiency level of Student Learning Outcomes assessment by fall 2012. At this time, colleges are expected to be in full compliance with the Accreditation Standards related to student learning outcomes and assessment. All courses, programs, and student and learning support activities of the college are expected to have student learning outcomes defined, so that ongoing assessment and other requirements of Accreditation Standards are met across the Institution. In completing the 2016 Annual Report, please refer to the revised Accreditation Standards adopted June 2014.

#	Question	Answer		
	Courses	2016	2015	2014
20.	a. Total number of college courses:	1,613	1,711	1,738
	b. Number of college courses with ongoing assessment of learning outcomes:	1,488	1,711	1,738
	Programs	2016	2015	2014
21.	a. Total number of college programs (all certificates and degrees, and other programs as defined by college):	240	250	250
	b. Number of college programs with ongoing assessment of learning outcomes:	240	249	247
	Student Services and Learning Support	2016	2015	2014
22.	a. Total number of student services and learning support activities (as college has identified or grouped them for SSO/SAO implementation):	17	17	17
	b. Number of student and learning support activities with ongoing assessment of learning outcomes:	13	15	15

Other Information

23.	Please use this text box to provide any comments regarding the data submitted in this report (optional, no limit).
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Go To Question #: **2**  **REVIEW/EDIT**

The Annual Report must be certified as complete and accurate by the CEO (Dr. Tod Burnett). Once you have answered all the questions, you may send an e-mail notification to the CEO that the report is ready for certification.

Only the CEO may submit the final Annual Report.

Send e-mail Notification to CEO to certify report

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**ACCREDITING COMMISSION FOR
COMMUNITY AND JUNIOR COLLEGES**
WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES

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**2017 Annual Report
REVIEW**

Irvine Valley College
5500 Irvine Center Drive
Irvine, CA 92618

General Information

#	Question	Answer
1.	Confirm logged into the correct institution's report	Confirmed
2.	Name of individual preparing report:	Christopher McDonald
3.	Phone number of person preparing report:	(949)451-5679
4.	E-mail of person preparing report:	cmcdonald@ivc.edu
5.	Total unduplicated headcount enrollment:	Fall 2016: 15,541 Fall 2015: 14,612 Fall 2014: 14,500
6.	Total unduplicated headcount enrollment in degree applicable credit courses:	Fall 2016: 12,330 Fall 2015: 11,838 Fall 2014: 11,961
7.	Headcount enrollment in pre-collegiate credit courses (which do not count toward degree requirements):	Fall 2016: 2,386 Fall 2015: 2,401 Fall 2014: 2,407
8.	Number of programs which may be fully completed via distance education:	Fall 2016: 0 Fall 2015: 0 Fall 2014: 0
9.	Total unduplicated headcount enrollment in all types of Distance Education:	Fall 2016: 4,841 Fall 2015: 4,328 Fall 2014: 3,619
10.	Do you offer Correspondence Education?	No
11.	Total unduplicated headcount enrollment in all types of Correspondence Education:	Fall 2016: n/a Fall 2015: n/a Fall 2014: n/a

Student Achievement Data

#	Question	Answer																									
12.	<p>a. What is your Institution-set standard for successful student course completion?</p> <p>b. Actual successful course completion rate:</p>	<table border="1"> <thead> <tr> <th>2016</th><th>2015</th><th>2014</th></tr> </thead> <tbody> <tr> <td>72 %</td><td>72 %</td><td>72 %</td></tr> <tr> <td>74.5 %</td><td>72.6 %</td><td>73.4 %</td></tr> </tbody> </table>	2016	2015	2014	72 %	72 %	72 %	74.5 %	72.6 %	73.4 %																
2016	2015	2014																									
72 %	72 %	72 %																									
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13.	<p>a. Type of Institute-set standard for degrees If Number-other or Percent-other, please describe:</p> <p>b. What is your Institution-set standard for degrees?</p> <p>c. Actual degrees awarded:</p>	<p>Number of degrees</p> <table border="1"> <thead> <tr> <th>2016</th><th>2015</th><th>2014</th></tr> </thead> <tbody> <tr> <td>770</td><td>770</td><td>583</td></tr> <tr> <td>943</td><td>808</td><td>871</td></tr> </tbody> </table>	2016	2015	2014	770	770	583	943	808	871																
2016	2015	2014																									
770	770	583																									
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14.	<p>a. Type of Institute-set standard for certificates If Number-other or Percent-other, please describe:</p> <p>b. What is your Institution-set standard for certificates?</p> <p>c. Actual certificates awarded:</p>	<p>Number of certificates</p> <table border="1"> <thead> <tr> <th>2016</th><th>2015</th><th>2014</th></tr> </thead> <tbody> <tr> <td>100</td><td>100</td><td>90</td></tr> <tr> <td>125</td><td>127</td><td>98</td></tr> </tbody> </table>	2016	2015	2014	100	100	90	125	127	98																
2016	2015	2014																									
100	100	90																									
125	127	98																									
15.	<p>a. Type of Institute-set standard for student transfers to a 4-year colleges/universities If Number-other or Percent-other, please describe:</p> <p>b. What is your Institution-set standard for student transfers to 4-year colleges/universities?</p> <p>c. Actual student transfers to 4-year colleges/universities:</p>	<p>Number of transfers</p> <table border="1"> <thead> <tr> <th>2016</th><th>2015</th><th>2014</th></tr> </thead> <tbody> <tr> <td>2,000</td><td>2,000</td><td>1,850</td></tr> <tr> <td>2,380</td><td>2,434</td><td>2,271</td></tr> </tbody> </table>	2016	2015	2014	2,000	2,000	1,850	2,380	2,434	2,271																
2016	2015	2014																									
2,000	2,000	1,850																									
2,380	2,434	2,271																									
16.	Number of CTE certificates and degrees for which the institution has set a standard for licensure passage rates:	2016: 0 2015: 0 2014: 0																									
17.	Number of CTE certificates and degrees for which the institution has set a standard for graduate employment rates:	2016: 57 2015: 47 2014: 46																									
18.	Examination pass rates in programs for which students must pass a licensure examination in order to work in their field of study:	<table border="1"> <thead> <tr> <th>Program</th><th>Examination</th><th>Institution set standard (%)</th><th>2015 Pass Rate (%)</th><th>2014 Pass Rate (%)</th><th>2013 Pass Rate (%)</th></tr> </thead> <tbody> <tr> <td>N/A</td><td></td><td>0 %</td><td>0 %</td><td>0 %</td><td>0 %</td></tr> </tbody> </table>	Program	Examination	Institution set standard (%)	2015 Pass Rate (%)	2014 Pass Rate (%)	2013 Pass Rate (%)	N/A		0 %	0 %	0 %	0 %													
Program	Examination	Institution set standard (%)	2015 Pass Rate (%)	2014 Pass Rate (%)	2013 Pass Rate (%)																						
N/A		0 %	0 %	0 %	0 %																						
19.	Job placement rates for students completing certificate programs and CTE (career-technical education) degrees:	<table border="1"> <thead> <tr> <th>Program</th><th>Institution set standard (%)</th><th>2015 Job Placement Rate (%)</th><th>2014 Job Placement Rate (%)</th><th>2013 Job Placement Rate (%)</th></tr> </thead> <tbody> <tr> <td>Accounting (050200)</td><td>60 %</td><td>50.6 %</td><td>70.1 %</td><td>67.7 %</td></tr> <tr> <td>Business Administration (050500)</td><td>60 %</td><td>60.5 %</td><td>73.9 %</td><td>64.7 %</td></tr> <tr> <td>Real Estate (051100)</td><td>60 %</td><td>59.1 %</td><td>68.8 %</td><td>68 %</td></tr> <tr> <td>Computer Programming (070710)</td><td>60 %</td><td>47.9 %</td><td>66 %</td><td>61.1 %</td></tr> </tbody> </table>	Program	Institution set standard (%)	2015 Job Placement Rate (%)	2014 Job Placement Rate (%)	2013 Job Placement Rate (%)	Accounting (050200)	60 %	50.6 %	70.1 %	67.7 %	Business Administration (050500)	60 %	60.5 %	73.9 %	64.7 %	Real Estate (051100)	60 %	59.1 %	68.8 %	68 %	Computer Programming (070710)	60 %	47.9 %	66 %	61.1 %
Program	Institution set standard (%)	2015 Job Placement Rate (%)	2014 Job Placement Rate (%)	2013 Job Placement Rate (%)																							
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Real Estate (051100)	60 %	59.1 %	68.8 %	68 %																							
Computer Programming (070710)	60 %	47.9 %	66 %	61.1 %																							

Computer Networking (070810)	60 %	33 %	82.6 %	96.7 %
Electronics and Electronic Technology (093400)	60 %	46.7 %	72.3 %	80 %
Business Management (050600)	60 %	53.3 %	80 %	76.9 %
Fitness Trainer (083520)	60 %	60 %	60 %	75 %
Graphic Art and Design (103000)	60 %	50 %	60 %	60 %
Child Development/Early Care Education (130500)	60 %	61.7 %	73.9 %	63.9 %
Administration of Justice (210500)	60 %	66.7 %	80.6 %	62.1 %

Student Learning Outcomes and Assessment

Note: Colleges were expected to achieve the proficiency level of Student Learning Outcomes assessment by fall 2012. At this time, colleges are expected to be in full compliance with the Accreditation Standards related to student learning outcomes and assessment. All courses, programs, and student and learning support activities of the college are expected to have student learning outcomes defined, so that ongoing assessment and other requirements of Accreditation Standards are met across the institution. In completing the 2016 Annual Report, please refer to the revised Accreditation Standards adopted June 2014.

#	Question	Answer		
	Courses	2016	2015	2014
20.	a. Total number of college courses:	928	918	944
	b. Number of college courses with ongoing assessment of learning outcomes:	915	844	819
	Programs	2016	2015	2014
21.	a. Total number of college programs (all certificates and degrees, and other programs as defined by college):	91	87	87
	b. Number of college programs with ongoing assessment of learning outcomes:	91	86	86
	Student Services and Learning Support	2016	2015	2014
22.	a. Total number of student services and learning support activities (as college has identified or grouped them for SSO/SAO implementation):	14	14	14
	b. Number of student and learning support activities with ongoing assessment of learning outcomes:	14	14	14

Other Information

23.	Please use this text box to provide any comments regarding the data submitted in this report (optional, no limit).
	The Perkins Core Indicator Report served as the data source for CTE job placement rates.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
7/12/17 9:00am	BGS 356	Lori Hoolihan	FN 50 Fundamentals of Nutrition	George Decker	Food Safety

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
5/15/17 9:30am	LA205 LA204/8	Frances Connors	WR1 College Writing 1	Jeff Weaver	Combining Research and Personal Experience Into book form. Self-Publishing
5/15/17 and 5/17/17 12:30pm	A311	Dr. Stephen Rochford	Music 53 Applied Music Workshop	Jonathan Gerrard	Present paper from the UCI Graduate Conference in Music "Haydn, Zappa, and The Importance of Being Earnings-Dirven"

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Staff Response 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.

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
RE: SOCCCD: List of Board Requested Reports
ACTION: Information

BACKGROUND

At a prior board meeting, members of the Board of Trustees asked for a listing of reports requested by the board every six months with old information dropped off and new requests added. To ensure that follow up and tracking takes place regarding the board requested reports, this item includes a table providing status and includes date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review.

STATUS

The Board report listing (EXHIBIT A) is coordinated and prepared by the Office of the Chancellor and Trustee Services.

This report is intended to provide status of board requested reports of the South Orange County Community College District Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
LISTING OF BOARD REPORTS REQUESTED**

Date Report Requested	Report Topic	Board Member Requesting Report	Report Due Date	Report to be Submitted By:	Date Submitted to the Board of Trustees
1/11/17	Non-academic Barriers Directly Impacting Students' Success, Retention and Graduation Rates	Trustee Whitt	May 2017	Tod Burnett and Glenn Roquemore	1-11-17
3-9-17	Status of Board Policies	Trustee Lang	May 2017	Debra Fitzsimons	3-9-17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: CCCT Student Trustee Member Election - 2017

ACTION: Information

BACKGROUND

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

Nominations for the student trustee position on the CCCT board were accepted in the League office until noon, Friday, July 7. Nominations are to be made by a member district student trustee who may nominate only one person. Student trustees may nominate themselves. To be eligible the nominee must be a local community college district student trustee who will be serving during the 2017-18 school year and has consented to be nominated.

The election of the student member of the CCCT board will take place at the League's Student Trustees Orientation Workshop, August 11-13, 2017 at the Hilton Long Beach Hotel. Only Student Trustees that have submitted candidacy papers in accordance with the governing policies will have an opportunity to speak for up to three minutes.

STATUS

Each student trustee in attendance at the orientation may cast one vote for the CCCT Student Trustee member. The secret ballot election will take place following three-minute speeches by each candidate. The ballots will be counted by three tellers and results announced at the orientation. The candidate with the highest number of votes will be declared the winner. In the event of a tie, a run-off election shall be conducted between the tied candidates.

The newly elected student member of the CCCT board will be seated at the September meeting and serve through May.

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

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 May 31, 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 May, 2017 Board report.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
June 26, 2017**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2012 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>Balance Remaining for 2016/17</i>
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	221,722,480	205,105,424	1,499,782	9,143,250	2,354,029	3,333,662	286,333
CAPITAL PROJECTS							
ATEP Building Demolition (2007)	13,700,000	2,294,413	109,025	1,744,947	2,741,440	22,998	6,787,177
ATEP First Building Phase 3A (2011)	26,300,000	-		761	336,973	1,985,988	23,976,278
ATEP Operating Budget (2006)	14,231,115	10,905,745	564,290	579,960	622,701	689,013	869,407
ATEP Site Development (2013)	8,500,000	-	693,427	681,207	986,687	1,054,743	5,083,935
ATEP Staffing, Equipment, Program Development (2007)	891,611	829,159	7,785	14,204	2,026	-	38,437
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	-				547,695	8,927,305
IVC A200 Success Center (2014)	505,005	-				-	505,005
IVC A400 Bldg Remodel (2011)	13,013,000	28,153	608,333	953,102	5,695,412	2,218,447	3,509,553
IVC B200 Classroom Wing & Labs (2015)	400,000	-				4,257	395,743
IVC B400 Labs and Entrance Controls (2015)	410,000	-			1,600	4,333	404,067
IVC Defects Performing Arts Center (2014)	1,400,000	-		2,611	54,736	-	1,342,653
IVC Design and Install Entrance from Barranca (2003)	2,850,000	240,974	25,074	67,052	38,525	92,072	2,386,303
IVC Fine Arts Building (2008) - State Delay, Future Project request	2,516,017	61,278					2,454,739
IVC Health Center/Concessions Building (2016)	5,738,000	-					5,670,867
IVC Life Sciences Project (2004)	2,490,000	153,475	693,544	2,416,169	(1,120,532)	14,207	333,138
IVC New Parking Lot (2013)	6,755,000	-				18,950	6,736,050
IVC Performing Arts Center Waterproofing (2013)	470,000	-				-	470,000
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-					680,000
SC Building Repairs - LRC Comm Arts Renovation (2013)	3,839,073	-	12,320	14,990	1,702,050	102,627	2,007,085
SC Building Repairs - ATAS Building (2003)	20,545,313	261,604	167,292	405,643	86,693	332,307	19,291,774
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687	-	124,917	519,146	1,532,643	7,435,103	637,879
SC 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	-				-	500,000
SC LRC Defects (2015)	750,000	-				8,272	741,728
SC New Gateway Building (2013) (Match)	2,826,817	-				-	2,826,817
SC Sciences Building (M/S/E annex) (2003)	67,358,346	2,128,162	295,740	7,324,533	28,145,264	20,710,561	8,754,086
SC SME Building Renovation (2016)	750,000	-				-	750,000
SC Stadium and Site Improvements (2008)	39,525,000	218,441	1,464	107,278	145,814	347,766	38,704,237
SC PE 200 and 300 Interior Renovation (2014)	1,000,000	-				54,351	945,649
SC PE 400 and 500 Renovation (2014)	800,000	-				-	800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000	-	10,710	3,495	2,438	11,889	721,468
CAPITAL PROJECTS TOTAL	270,018,984	17,121,402	3,316,677	14,911,189	41,191,360	40,895,953	152,582,402
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	-				-	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
June 26, 2017**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2012 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>Balance Remaining for 2016/17</i>
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334	-	648,198	843,987	1,913,336	306,537	537,276
Campus Desktop Refresh (2015)	1,500,000	-			-	1,398,967	101,033
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	-			35,906	109,832	307,862
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	-				-	115,600
SOCCCD Awards Management System (2013)	500,000	-	303,641	154,230		-	42,129
SOCCCD Blackboard Plug-ins (2013)	150,000	-	2,000		15,400	30,950	101,650
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	3,500,000	-			-	125,602	3,374,398
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	-				8,113	726,887
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	-	230,118	396,373	222,358	233,714	512,157
SOCCCD District IT Back Office Automation (2016)	210,000	-				69,488	140,512
SOCCCD District-wide Network Security (2015)	369,895	-			322,157	40,960	6,778
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	-					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			7,500	111,114
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,000	-					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	-				-	54,500
SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys	50,000	-	14,400				35,600
SOCCCD 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
SOCCCD Master Calendar Integration (2014)	300,000	-		58,500	677	-	240,823
SOCCCD MySite Security (2014)	302,000	-		47,280	164,662	67,732	22,326
SOCCCD New Student Print Solution (2016)	238,921	-				124,115	114,806
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	-				5,199	195,801
SOCCCD Positive Attendance Hours (2016)	198,000	-				-	198,000
SOCCCD Predictive Analytics (2013)	250,000	-	54,052		62,515	68,615	64,818
SOCCCD Refresh MDF and IDF (2016)	1,000,000	-			-	195,340	804,660
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000	-			-	316,411	608,589
SOCCCD Student Early Alert System (2016)	226,800	-				-	226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-				-	600,000
SOCCCD Student Information System Enhancement (2013-2015)	8,140,800	-	1,047,013	1,720,024	1,379,858	1,544,979	2,448,926
SOCCCD Student Success Dashboard (2014)	550,000	-		52,324	382,882	107,632	7,162
SOCCCD Support Multiple Prerequisites (2015)	302,400	-			12,584	150,559	139,257
SOCCCD System Testing and Stability (2016)	377,000	-				46,465	330,535
SOCCCD Tableau for Data Visualization (2016)	270,000	-				192,434	77,566
SOCCCD Unified Student ID Card (2016)	452,000	-				-	452,000
SOCCCD Waitlist Modification (2014)	514,600	-		249,920		-	264,681
SOCCCD Wireless Coverage Expansion (2015)	738,000	-			30,452	7,649	699,899
SOCCCD Wireless Upgrade (2016)	1,907,990	-					1,907,990
SOCCCD Workday Student BPA Sessions (2016)	317,800	-				73,482	244,318
SOCCCD Workday Student Influencer Program (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

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
June 26, 2017**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2012 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>Balance Remaining for 2016/17</i>
OTHER ALLOCATIONS							
SOCCCD Design/Build Specialty Consultant (2013)	525,000	13,300	91,725		66,635	95,962	257,378
SOCCCD Dist Union Offices (2014)	162,750	-			29,115	3,742	129,893
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	840,000	-				283,949	556,051
SOCCCD District-wide Mapping (2015)	400,000	-				-	400,000
SOCCCD District-wide Sustainability/Energy Planning (2016)	240,000	-				6,453	233,547
SOCCCD District-wide Tech Consultant for Capital Constr (2016)	460,000	-					460,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000	-		145,830		10,263	193,907
SOCCCD DSA Project Close Out (2013)	400,000	-	12,256	14,334	6,940	13,926	352,543
SOCCCD Educational Facilities Master Plan (2016)	500,000	-					500,000
SOCCCD 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 - 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	72,862,289	207,552,126
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Commitments	380,742,189	70,406,108	54,193,413	45,306,580	61,387,393	59,909,924
Cumulative 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 Receipts	433,256,612	480,145,011	523,933,281	575,592,706	628,265,654	686,776,602
Cumulative Expenses	269,258,478	297,068,584	334,543,831	391,531,191	464,393,481	671,945,606
Uncommitted Basic Aid Funds	163,998,134	183,076,427	189,389,450	184,061,515	163,872,173	14,830,996

Approved Amount

Change from May 2017 Report:

Total Change from May 2017 Report	-	-	-	-	-	-	-
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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. This month the TAS Building Project is highlighted (EXHIBIT B).

FACILITIES PLAN STATUS REPORT

*June 26, 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: http://www.socccd.edu/about/about_planning.html. The next EFMP process is scheduled for FY 2016-2017.

SADDLEBACK COLLEGE**1. SCIENCES BUILDING**

Project Description: This project is a new three story building of 51,197 assignable square feet (ASF), 81,980 gross square feet (GSF) dedicated to the Sciences programs. The Biology, Chemistry, Marine Science, Geology, Physics and Astronomy programs will all be relocated from the existing Math Science Building. The space vacated within the existing Math Sciences Building will remain inactive until funds are available for a separate capital outlay project that will reconstruct the space into additional mathematics and general instructional classroom space. The new Sciences Building, located adjacent to the Student Services Center, will consist of primarily lab classroom and support space with some lecture classroom space and offices.

Start Preliminary Plans	April 2011	Award Construction Contract	Nov 2013
Start Working Drawings	March 2012	Complete Construction	June 2016
Complete Working Drawings	Jan 2013	Advertise for FF&E	Nov 2015
DSA Final Approval	June 2013	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 in basic aid to partially fund the Sciences building after three years with no state funding. On August 27, 2012, the Board approved \$11,179,000. In August, 2013, the project budget escalated to \$59,050,000. On October 28, 2013, the Board approved fund reassignment from the ATAS Renovation project 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.

In Progress: First year warranty work. Minor corrections underway.

Recently Completed: Final payment application paid.

Focus: Continuing to address minor building issues.

2. STADIUM AND SITE IMPROVEMENT

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

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

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

	Original	Revision	Total
Project Budget:	\$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 phase: Prepare 50% Construction Documents

In Progress: Develop 50% Construction Documents, preliminary discussions with college regarding design-build entity staging and laydown area and potential impact to college operations.

Recently Completed: Returned 100% design development review comments to design-build entity.

Focus: Draft preliminary furniture, fixtures and equipment (FF&E) list for project. Selection of exterior colors and finishes for the stadium.

3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

Project Description: This project is a renovated two story building of 29,425 assignable square feet (ASF), 36,601 gross square feet (GSF). The Technology & Applied Sciences building was completed in 1991 and as early as 1992 there were reports of slab distress. This project will replace the first floor slab with a structural mat slab, upgrades the mechanical and electrical systems, replaces the exterior plaster and reinstalls mission roof tiles. The project includes instruction and support space renovation throughout including spaces for Architecture, Drafting, Environmental Studies, Electronics, Automotive, and Graphic Arts programs.

Start Preliminary Plans	July 2005	Award Construction Contract	Pending
Start Working Drawings	Sept 2011	Complete Construction	Pending
Complete Working Drawings	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.

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

Status: The Board of Trustees approved a project pause to consider alternate building approaches.

In Progress: *Recommendation to move forward with new 45,000 square foot building and proceeding with a design build delivery method at this June 26, 2017 board meeting.*

Recently Completed: *Discussed WSCH capacity findings and options with college administration and faculty.*

Focus Issue: *Develop Request for Proposal for Criteria Architect services.*

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE II PROJECT

Project Description: This project adds renovation of three Science Math building classrooms and one support space to further addresses the Swing Space needs for the TAS Renovation project. Existing Village portables 30 and 32 will be deactivated.

Start Preliminary Plans	March 2017	Award Construction Contract	June 2017
Start Working Drawings	May 2017	Complete Construction	Aug 2017
Complete Working Drawings	May 2017	Advertise for FF&E	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board agenda action on 8/27/2012, 6/17/2013 and 6/23/2014. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, and June 23, 2014 the Board approved additional funding of \$3,714,000 and \$729,000 respectively. This Phase II project will draw from established Swing Space funding.

	Original	Revision	Total
Project Budget:	\$5,807,000	\$4,443,000	\$10,250,000
District Funding Commitment:	\$5,807,000	\$4,443,000	\$10,250,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$5,807,000	\$4,443,000	\$10,250,000

Status: *Bidding Phase.*

In Progress: *Issue Abatement and Labor Compliance Agreement in support of upcoming construction. Schedule move coordination meeting with the Dean, Faculty & Staff of the Architecture Department.*

Recently Completed: *Design review meetings with Department, Maintenance & Operations, and IT Departments. 100% Construction Documents completed and bid.*

Focus: *Award contract to General Contractor to start the construction phase.*

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

Project Description: This project addresses the Fine Arts complex and replaces existing HVAC units and controls with new energy efficient systems, and interior improvement, a Performing Arts lobby expansion and a new canopy at the exterior patio.

Start Preliminary Plans	July 2012	Award Construction Contract	Jan 2016
Start Working Drawings	Jan 2014	Complete Construction	Jan 2017
Complete Working Drawings	Nov 2014	Advertise for FF&E	N/A
DSA Final Approval	Sept 2015	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13, 6/22/2015 and 6/27/2016. On May 21, 2012, the Board approved \$1,000,000. On June 17, 2013, the Board approved additional funding of \$3,950,000. On June 22, 2015 the Board approved additional funds of \$2,750,000. On June 27, 2016, the Board approved \$2,100,000 necessary to fully fund project in advance of basic aid request cycle.

	Original	Revision	Total
Project Budget:	\$1,000,000	\$6,7000,000	\$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: 100% Complete.

In Progress: DSA Certification. Warranty period.

Recently Completed: *Submitted final check to DSA for certification.*

Focus: DSA certification. *Release retention.*

6. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will collocate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014 and 8/22/2016. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding.

	Original	Revision	Total
Project Budget:	\$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:	\$ 1,545,115	\$ 1,281,702	\$ 2,826,817
Unallocated Amount:			\$37,575,183

Status: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in November's election.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these 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 is expected to resume the necessity to compete for funds.

Recently Completed: 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. Enrollments and space inventory have been reviewed and project points are maximized. *The State Chancellor's office recommended all 29 projects on the list for first year funding. Legislators have approved these projects as part of the budget recommendation.*

Focus: *Continue to follow activities in Sacramento to ensure maximum funding potential.*

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

Project Description: This project provided a new two story building of 31,275 assignable square feet (ASF), 58,625 gross square feet (GSF) dedicated to Performing Arts. It includes a performing arts auditorium with stage, a black box theater, faculty offices, classroom lab space and various support areas for Fine and Applied Arts. The project was complete and occupied in early 2007 using a multiple prime contract delivery method.

Start Preliminary Plans	Dec 2003	Award Construction Contract	Jan 2006
Start Working Drawings	April 2004	Complete Construction	June 2007
Complete Working Drawings	Dec 2004	Advertise for FF&E	Jan 2007
DSA Final Approval	Aug 2005	DSA Close Out	May 2017

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report FY 2003-2004 and FY 2007-2008.

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
District Funding Commitment:	\$16,304,000	\$ 2,837,000	\$19,141,000
Anticipated State Match:	\$14,472,000	\$0	\$14,472,000
Basic Aid Allocation:	\$ 1,832,000	\$17,309,000	\$19,141,000

Status: *Closed with Certification.*

In Progress:

Recently Completed: *Project was “Closed with Certification” by DSA.*

Focus: *This project will be removed from future reports.*

2. LIFE SCIENCES PROJECT

Project Description: This project is a new two story building of 19,584 assignable square feet (ASF) and 30,267 gross square feet (GSF). The Life Science programs were relocated from the A-400 building. The vacated building was demolished to make way for a new facility that will house Liberal Arts programs. The Life Sciences building, located on the south east portion of the Sciences Quad, consist primarily of lab classrooms and support space with some lecture classroom space and offices.

Start Preliminary Plans	Nov 2008	Award Construction Contract	April 2011
Start Working Drawings	April 2010	Complete Construction	March 2014
Complete Working Drawings	June 2010	Advertise for FF&E	Sept 2013
DSA Final Approval	Dec 2010	DSA Close Out	May 2014

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state’s short fall using basic aid funding for a funded total of \$17,410,000 with all overage returned to basic aid upon reimbursement.

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

Status: Final “first year discovery” items to be completed.

In Progress: Developing scope of work descriptions for bid.

Recently Completed: Review with college facilities group for best value project approach.

Focus: Completion of “first year discovery” items. Final closeout of project budget.

3. BARRANCA ENTRANCE

Project Description: This project creates a new signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	Feb 2010	Award Construction Contract	May 2016
Start Working Drawings	March 2011	Complete Construction	Apr 2017
Complete Working Drawings	March 2011	Advertise for FF&E	N/A
DSA Final Approval	Dec 2012	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$0	\$2,850,000
District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: Construction is complete and the new entrance has been opened.

In Progress: Project close-out.

Recently Completed: *Entrance opened to traffic.*

Focus: *Awaiting DSA Certification.*

4. LIBERAL ARTS BUILDING PROJECT

Project Description: This project is a new two story building of 16,896 assignable square feet (ASF) and 27,787 gross square feet (GSF). The Social & Behavioral Science, Humanities & Languages, and Co-Curricular programs will be relocated from various campus locations. The Liberal Arts building, located at the northwest portion of the “A” quad, consist primarily of classrooms, a few labs and offices and gathering spaces at first and second floor lobby.

Start Preliminary Plans	May 2012	Award Construction Contract	July 2014
Start Working Drawings	Jan 2013	Complete Construction	Aug 2016
Complete Working Drawings	Dec 2013	Advertise for FF&E	Feb 2016
DSA Final Approval	June 2014	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

	Original	Revision	Total
Project Budget:	\$ 3,004,951	\$10,008,949	\$13,013,000
District Funding Commitment:	\$ 3,004,951	\$10,008,949	\$13,013,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 1,000,000	\$12,013,000	\$13,013,000

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

In Progress: Final Pay application review. Contractor *finalizing* access compliance issues identified during ADA Transition Plan survey.

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

Focus: Final Pay application review.

5. FINE ARTS PROJECT

Project Description: The proposed project will construct a new complex of three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand space for the Fine Arts department. Art, Art History, Music and Dance instruction will be relocated from laboratories currently housed across a number of different buildings on campus. The Fine Arts building, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings setting the stage for future renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/23/2014 and 8/22/2016. On June 23, 2014, the Board approved 795,000. On August 22, 2016, the Board approved \$1,659,739. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding.

	Original	Revision	Total
Project Budget:	\$35,703,000	\$422,000	\$36,125,000
District Funding Commitment:	\$10,562,000	\$7,755,000	\$18,317,000
Anticipated State Match:	\$25,141,000	\$(7,333,000)	\$17,808,000
Basic Aid Allocation:	\$795,000	\$1,659,739	\$ 2,454,739
Unallocated Amount:	\$0	\$0	\$33,670,261

Status: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in November's election.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these 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 is expected to resume the necessity to compete for funds.

Recently Completed: 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. Enrollments and space inventory have been reviewed and project points are maximized. *The State Chancellor's office recommended all 29 projects on the list for first year funding. Legislators have approved these projects as part of the budget recommendation.*

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

6. PARKING LOT PHASE IA AND SOLAR SHADE PROJECT

Project Description: This project includes development of a 135,000 square feet of lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

Start Preliminary Plans	Jan 2017	Award Construction Contract	Aug 2017
Start Working Drawings	Mar 2017	Complete Construction	Mar 2018
Complete Working Drawings	Apr 2017	Advertise for FF&E	Oct 2017
DSA Final Approval	Jul 2017	DSA Close Out	Jul 2018

Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015 and 8/22/2016. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000.

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

Status: Programming and Planning phase: 80% complete. Integration of Solar Shade Structure scope.

In Progress: Develop Design-Build criteria including demand versus solar capacity assessment. Economic feasibility study to maximize return on solar power installation.

Recently Completed: Award Design-Build Consultant agreement. Verify electrical service and capacities.

Focus: Complete economic analysis and solar power distribution alternatives. *Continue coordination with Southern California Edison to aggregate incoming electrical service.*

7. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/ Concession building, located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

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

Status: Programming and Planning phase: Complete.

In Progress: Schematic design phase.

Recently Completed: *Held initial schematic design meetings with User Group.*

Focus: Complete schematic design.

ATEP

1. ATEP DEMOLITION

Project Description: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station is required to facilitate the development of the

ATEP site. This project was undertaken in a number of phases, six are complete, with one additional required after the land exchange between the County and SOCCCD is complete. The schedule below reflects the most recently completed phase.

Start Preliminary Plans	Jul 2013	Award Construction Contract	Nov 2014
Start Working Drawings	Jul 2013	Complete Construction	Jul 2015
Complete Working Drawings	Apr 2014	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

	Original	Revision	Total
Project Budget:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
District Funding Commitment:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 7,000,000	\$ 6,700,000	\$13,700,000

Status: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: Negotiations with the City and the Navy to transfer county land to district so the last phase of demolition can be completed.

Recently Completed: Land exchange between District and the County of Orange.

Focus: Adhere to various regulatory requirements specific to maintenance of the ATEP site. Complete County land exchange.

2. ATEP - IVC FIRST BUILDING

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 30,000 gross square feet (GSF) building dedicated to technical and applied sciences and economic development. The automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center will be located from the existing ATEP classrooms and from the IVC campus with some spaces representing expansion. The space vacated at the ATEP campus will terminate the temporary lease with the City of Tustin. The space vacated at the IVC campus at the A300 and B300 building will become available to meet additional curriculum needs. The new ATEP IVC First Building, located in the north east portion of the ATEP campus, will consist of primarily lab classrooms and support spaces, with some lecture classroom space, offices and student support services. The project includes 50kW of solar electric power and will be a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award Design-Build Contract	June 2015
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Start Working Drawings	July 2015	Complete Construction	Dec 2017
Complete Working Drawings	March 2016	Advertise for FF&E	Aug 2017
DSA Final Approval	Sept 2016	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/15 and 8/22/2016. On February 28, 2011, \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College has elected to use Irvine Valley College RDA equaling \$1, 250,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 3,300,000	\$27,550,000
District Funding Commitment:	\$23,000,000	\$ 3,300,000	\$26,300,000
Anticipated State Match:	\$0	\$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: 35% complete.

In Progress: *Installation of metal decking, exterior building framing, building mechanical, electrical and plumbing rough-ins.*

Recently Completed: *Underground site utilities, permitting with Irvine Ranch Water District.*

Focus: Final review of project Audio Visual and IT components. *Furniture selection.*

3. ATEP – UTILITIES AND INFRASTRUCTURE

Project Description: This project is a utilities and infrastructure project required to support construction of the ATEP IVC First Building as well as support future development. Utility and infrastructure construction will be phased with phase 1 including the site utility infrastructure, utility laterals to offsite points of connection and development of vehicular, bicycle and pedestrian circulation. This phase 1 utility and infrastructure project will address improvements at the north east and a small central portion of the ATEP campus.

Start Preliminary Plans	Oct 2015	Award Construction Contract	Oct 2016
Start Working Drawings	Nov 2015	Complete Construction	Dec 2017
Complete Working Drawings	Mar 2016	Advertise for FF&E	N/A
DSA Final Approval	Jun 2016	DSA Close Out	Jan 2018

Budget Narrative: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board of Trustees approved \$2,475,000.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment:	\$7,000,000	\$2,475,000	\$9,475,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

Status: Construction phase: 15% complete

In Progress: Storm Drain and sewer installation.

Recently Completed: Approval by Navy via a Project Environmental Review Form (PERF) to commence construction work on land still controlled by Navy.

Focus: Construction coordination between Infrastructure, IVC First Building and City of Tustin Victory Road contractors.

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

Project Description: This project develops a Sustainability/Energy Plan to support the colleges' plans for future sustainability/energy projects and to assist with the development of the ATEP site. Additionally, the 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

Budget Narrative: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board approved \$40,000.

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

Status: Plan Development: 90% Complete.

In Progress: *Formatting and editing final plan.*

Recently Completed: *Incorporating committee feedback into plan.*

Focus: Finalize plan.

2. ADA TRANSITION PLAN

Project Description: This project includes site accessibility compliance audits to provide the basis for identification, prioritizing, budgeting and implementation of plans to assist the District in developing Americans with Disabilities Act (ADA) Transition Plans. The project includes assessment of barriers to access, summary of costs for remediation, implementation schedules with prioritization and standard drawings for remediation methods. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Mar 2016	Start Report Development	May 2016
Start Research/Analysis	Mar 2016	Complete Report Development	Sep 2016
Complete Research/Analysis	Jul 2016	Final Report	Oct 2016

Budget Narrative: Budget reflects Board action on 6/22/2015. On June 27, 2016, the Board approved \$440,000.

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

Status: ADA Transition Plan is complete.

In Progress: Finalizing training agendas from campus staff.

Recently Completed: ADA Transition Plan is complete.

Focus: Scheduling staff training to manage Transition Plan database, project planning and basics of accessible construction.

3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION

Project Description: This project develops districtwide technology and building access standards for capital construction projects. The standards will assist current and future design teams in developing construction documents and will establish design guidelines for telecommunications / network infrastructure and associated equipment.

Kick Off	Pending	Start Report Development	Pending
Start Research/Analysis	Pending	Complete Report	Pending
Complete Research/Analysis	Pending	Final Report	Pending

Budget Narrative: Budget reflects Board action on 8/22/2016.

	Original	Revision	Total
Project Budget:	\$460,000	\$0	\$460,000
District Funding Commitment:	\$460,000	\$0	\$460,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$0	\$460,000

Status: *Award of contract.*

In Progress: *Recommending Board approval of contract at this June 26, 2017 meeting.*

Recently Completed: *Interview and select consultant.*

Focus: *Schedule kick off.*

4. MAPPING AND CONDITION ASSESSMENT

Project Description: This project accurately and comprehensively documents the horizontal and vertical positions of underground utilities, i.e. electrical, natural gas, storm drain, sanitary sewer, telecommunication, fiber optic, non-potable irrigation, and domestic/ fire water. The existing condition of each will be assessed. Accurate utility information assists design teams when developing construction documents preventing construction delays, claims, and major utilities conflicts.

Kick Off	April 2017	Start Report Development	<i>Oct 2017</i>
Start Research/Analysis	April 2017	Complete Report	<i>Jan 2018</i>
Complete Research/Analysis	August 2017	Final Report	<i>Feb 2018</i>

Budget Narrative: Budget reflects Board action on 8/22/2016.

	Original	Revision	Total
Project Budget:	\$400,000	\$0	\$400,000
District Funding Commitment:	\$400,000	\$0	\$400,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$0	\$400,000

Status: *Programming & Research Phase.*

In Progress: *Schedule coordination meeting with Saddleback College Maintenance & Operation Department. Review scope for the IVC low voltage cabling.*

Recently Completed: *Collected all available As-Built Drawings for the Underground Utilities from both Colleges.*

Focus: *Complete the Request for Qualifications and Proposals Process.*

Project updates for active projects may be viewed at:

<http://www.socccd.edu/businessservices/ProjectUpdates2014.html>

Notes

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
 - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

SADDLEBACK COLLEGE

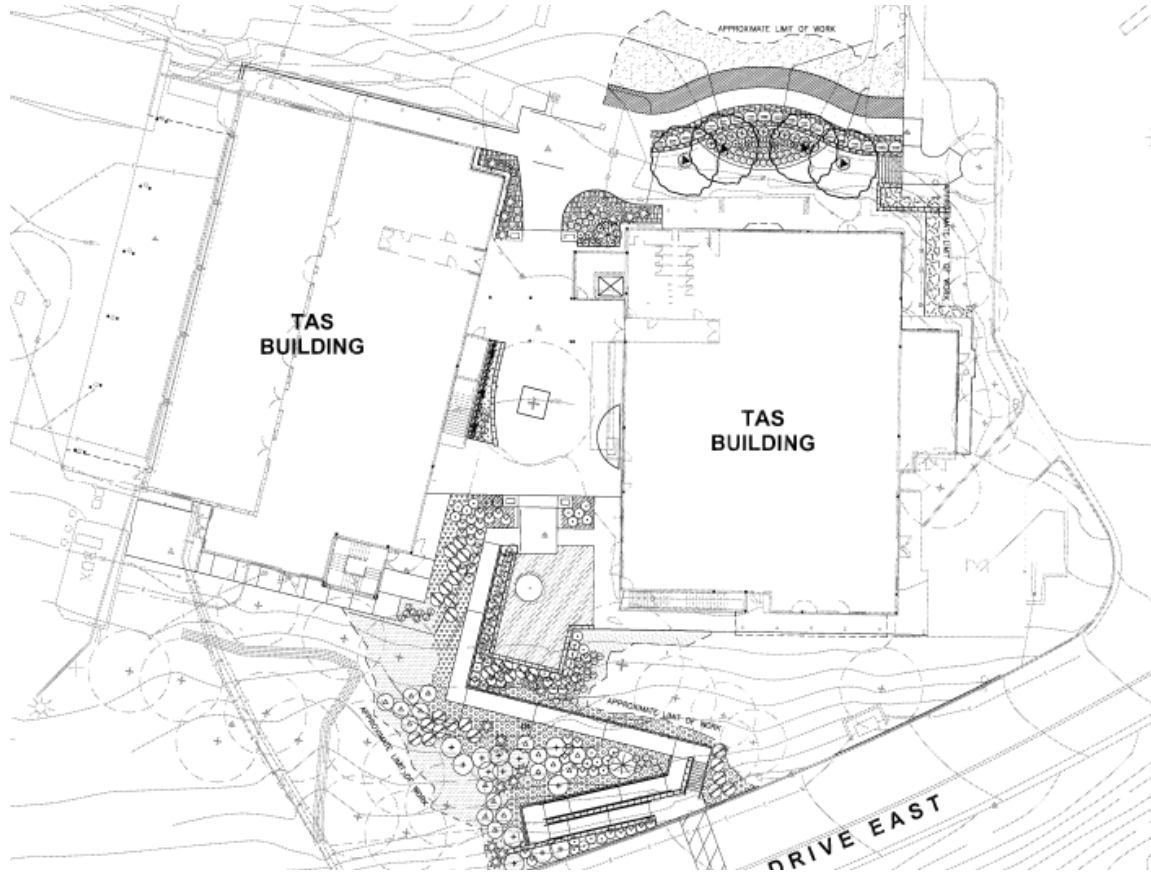
TAS Building

Evaluating Renovation versus New



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Topography

2-3 Acres of sloped engineered fill



TAS Building

Project Genesis

- Built in 1991, concerns were expressed as early as 1992
- Slab on Grade foundation for North Wing adversely affected by expansive soil at underlying fill and bedrock.
- Differential Settlement measured in North Wing 3.0" in 2005 and 3.6" in 2006
- Differential Settlement measured in South Wing 1.2" in 2012
- 2012 Geo Report determined site could be improved without hazard by removing and replacing the north wing slab on grade and continued monitoring on south wing



Monitoring crack separation



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Automotive



Village Portables



Computer Classroom in the Village

Swing to Village and M1 & M2



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

Auto Tech moves to M1 & M2



Previous home to Auto Technology



Temporary Auto Technology Facilities





SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Interior Design and Fashion

BGS Building



Culinary Arts and Hospitality

Student Services Center



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

Rapid Tech Returns to Saddleback

Two Labs
Clean-Additive
and
Dirty-Subtractive

Special Equipment



Previous home for Rapid Tech, Now Community Education Building



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



Are we fitting a Square Peg
into a Round Hole?

TAS Building Home to Career Technical Education

Rapidly Changing
State wide emphasis on programs
Large Equipment needs



Options

Existing Building

GSF		Building Only		Estimated Costs
36,600		\$ 19,950,000		\$ 24,975,000

New Building - No Growth

GSF		Building Only		Estimated Costs All Inclusive *
34,172		\$ 21,275,000		\$ 36,450,000

New Building - Growth

GSF		Building Only		Estimated Costs All Inclusive *
44,882		\$ 29,475,000		\$ 47,175,000

*All Inclusive includes:
Building costs
Infrastructure needs
Demolish existing
Grading
Furniture, Fixture, Equip
Escalation



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP



TAS Building

Questions &
Answers



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

SADDLEBACK COLLEGE

TAS Building

Report to Board of Trustees | June 26, 2017

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 May 31, 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 May 31, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 59,340,815	59,340,815	59,340,815	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,232,583	5,108,016	2,166,040	42.40%
State Sources	8600-8699	46,456,156	58,298,939	47,503,946	81.48%
Local Sources	8800-8899	224,530,310	226,159,718	230,075,063	101.73%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		275,219,049	289,566,673	279,745,049	96.61%
INCOMING TRANSFERS	8980-8989	4,107,009	4,107,009	3,656,082	89.02%
TOTAL SOURCES OF FUNDS		\$ 338,666,873	353,014,497	342,741,946	97.09%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 86,730,335	90,567,175	81,625,384	90.13%
Other Staff Salaries	2000-2999	54,253,223	56,257,512	42,877,936	76.22%
Employee Benefits	3000-3999	50,476,683	51,383,004	41,886,786	81.52%
Supplies & Materials	4000-4999	7,659,548	7,109,910	3,304,060	46.47%
Services & Other Operating	5000-5999	30,037,802	37,105,785	18,954,368	51.08%
Capital Outlay	6000-6999	16,595,642	17,154,228	5,995,157	34.95%
Payments to Students	7500-7699	1,046,089	2,223,449	1,718,888	77.31%
Total Expenditures		\$ 246,799,322	261,801,063	196,362,579	75.00%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 750,000	750,000	1,261,946	168.26%
Basic Aid Transfers Out	7300-7399	56,129,557	56,148,963	56,129,557	99.97%
Intra Fund Transfers Out	7400-7499	0			0.00%
Total Other Uses		56,879,557	56,898,963	57,391,503	100.87%
TOTAL USES OF FUNDS		303,678,879	318,700,026	253,754,082	79.62%
ENDING FUND BALANCE		\$ 34,987,994	34,314,471	88,987,864	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 13,865,469	13,865,469		
Reserve for Economic Uncertainties		14,122,525	12,705,329		
College Reserves for Economic Uncertainties		7,000,000	7,743,673		
TOTAL RESERVES		\$ 34,987,994	34,314,471		

NOTE: As of May 31, 2016 actual revenues to date were **99.95%** and actual expenditures to date were **78.89%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of May 31, 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		\$ 100,636,449	100,636,449	100,815,757	100.18%
Restricted Budget Allocation		28,755,407	36,791,257	27,731,486	75.38%
Total Revenue		129,391,856	137,427,706	128,547,243	93.54%
INCOMING TRANSFERS	8980-8989	3,302,005	3,302,005	2,985,355	90.41%
TOTAL SOURCES OF FUNDS		<u>\$ 148,502,064</u>	<u>156,537,914</u>	<u>147,340,801</u>	94.12%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 54,263,994	55,992,180	49,097,805	87.69%
Other Staff Salaries	2000-2999	27,571,323	28,540,764	21,115,247	73.98%
Employee Benefits	3000-3999	28,347,162	28,918,852	23,292,870	80.55%
Supplies & Materials	4000-4999	5,434,219	4,561,445	1,962,523	43.02%
Services & Other Operating	5000-5999	13,670,310	18,696,132	8,372,231	44.78%
Capital Outlay	6000-6999	11,020,064	11,047,017	3,021,150	27.35%
Payments to Students	7500-7699	694,992	1,262,118	891,896	70.67%
Total Expenditures		\$ 141,002,064	149,018,508	107,753,722	72.31%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 500,000	519,406	511,946	98.56%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		500,000	519,406	511,946	98.56%
TOTAL USES OF FUNDS		<u>141,502,064</u>	<u>149,537,914</u>	<u>108,265,668</u>	72.40%
LOCATION OPERATING BALANCE		<u>\$ 7,000,000</u>	<u>7,000,000</u>	<u>39,075,133</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 7,000,000</u>	<u>7,000,000</u>		

NOTE: As of May 31, 2016 actual revenues to date were **94.69%** and actual expenditures to date were **73.85%** of the revised budget to date.

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of May 31, 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		6,619,666	6,619,666	6,619,666	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 60,296,673	61,796,673	60,257,617	97.51%
Restricted Budget Allocation		15,087,393	19,838,276	17,314,309	87.28%
Total Revenue		75,384,066	81,634,949	77,571,926	95.02%
INCOMING TRANSFERS	8980-8989	610,004	610,004	547,327	89.73%
TOTAL SOURCES OF FUNDS		<u>82,613,736</u>	<u>88,864,619</u>	<u>84,738,919</u>	95.36%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	30,666,733	32,775,387	31,531,184	96.20%
Other Staff Salaries	2000-2999	17,795,118	18,834,458	14,580,729	77.42%
Employee Benefits	3000-3999	17,446,749	17,781,813	15,235,620	85.68%
Supplies & Materials	4000-4999	2,107,824	2,416,771	1,255,150	51.93%
Services & Other Operating	5000-5999	7,572,826	9,540,677	6,082,259	63.75%
Capital Outlay	6000-6999	5,256,193	5,810,509	2,869,726	49.39%
Payments to Students	7500-7699	351,097	961,331	826,993	86.03%
Total Expenditures		81,196,540	88,120,946	72,381,660	82.14%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	0	0	500,000	
Other Transfers	7400-7499	0	0	0	
Total Other Uses		0	0	500,000	
TOTAL USES OF FUNDS		<u>81,196,540</u>	<u>88,120,946</u>	<u>72,881,660</u>	82.71%
LOCATION OPERATING BALANCE		<u>1,417,196</u>	<u>743,673</u>	<u>11,857,259</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>1,417,196</u>	<u>743,673</u>		

NOTE: As of May 31, 2016 actual revenues to date were **93.60%** and actual expenditures to date were **77.51%** of the revised budget to date.

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

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

STATUS

This report is for the periods ending April 30, 2017, and May 31, 2017 (EXHIBIT A).

For April, the portfolio was comprised of 49.7% Fixed Funds (Bonds) and 50.3% Common Stocks (Domestic and International). The portfolio's performance increased 1.02%, ending with a fair market value of \$107,981,028 and an annualized return of 5.61%.

For May, the portfolio was comprised of 49.5% Fixed Funds (Bonds) and 50.5% Common Stocks (Domestic and International). The portfolio's performance increased 1.23%, ending with a fair market value of \$109,311,569, and an annualized return of 5.71% which is consistent with the market.

May 9, 2017

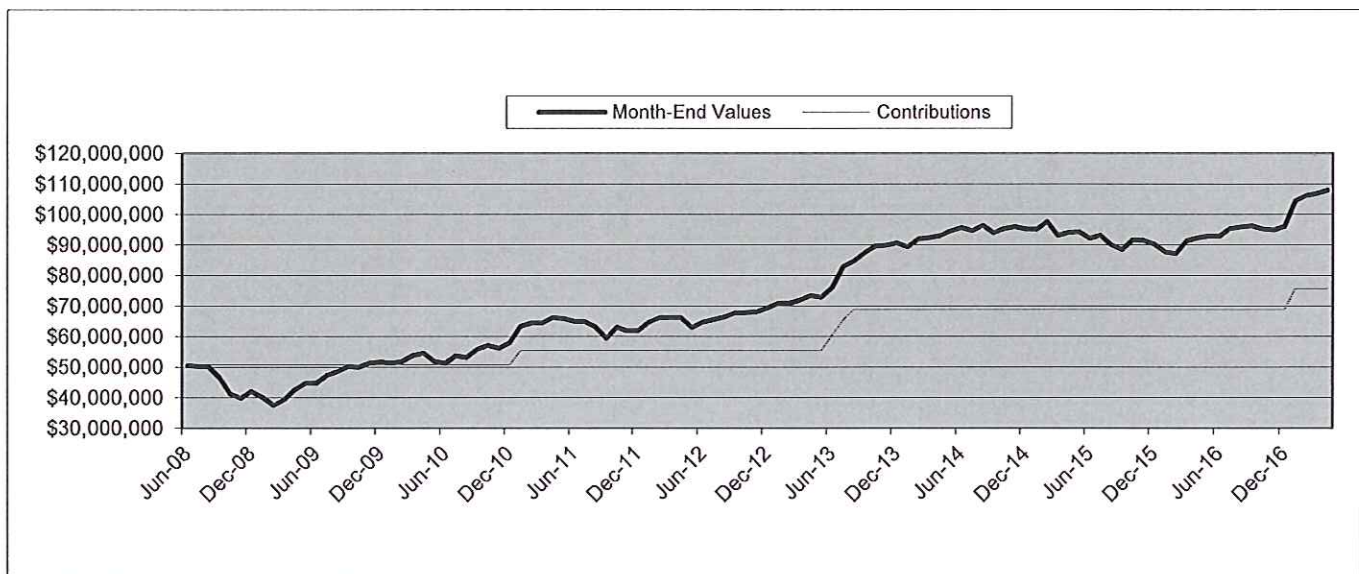
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

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

With a fair market value on April 30th of \$107,981,028.13 your portfolio's performance was up 1.02% for the month and up 5.61% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (50.3%) and fixed income funds (49.7%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, 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.

<u>Performance</u>	<u>April 2017</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	1.02%	4.95%	5.61% annualized return
S&P 500	1.03%	7.17%	9.66% (Domestic Stocks)
MSCI EAFE	2.54%	9.97%	2.06% (International stocks)
Barclays Aggregate	0.77%	1.60%	4.20% (Domestic Bonds)
Barclays Global	1.13%	2.91%	2.59% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

June 10, 2017

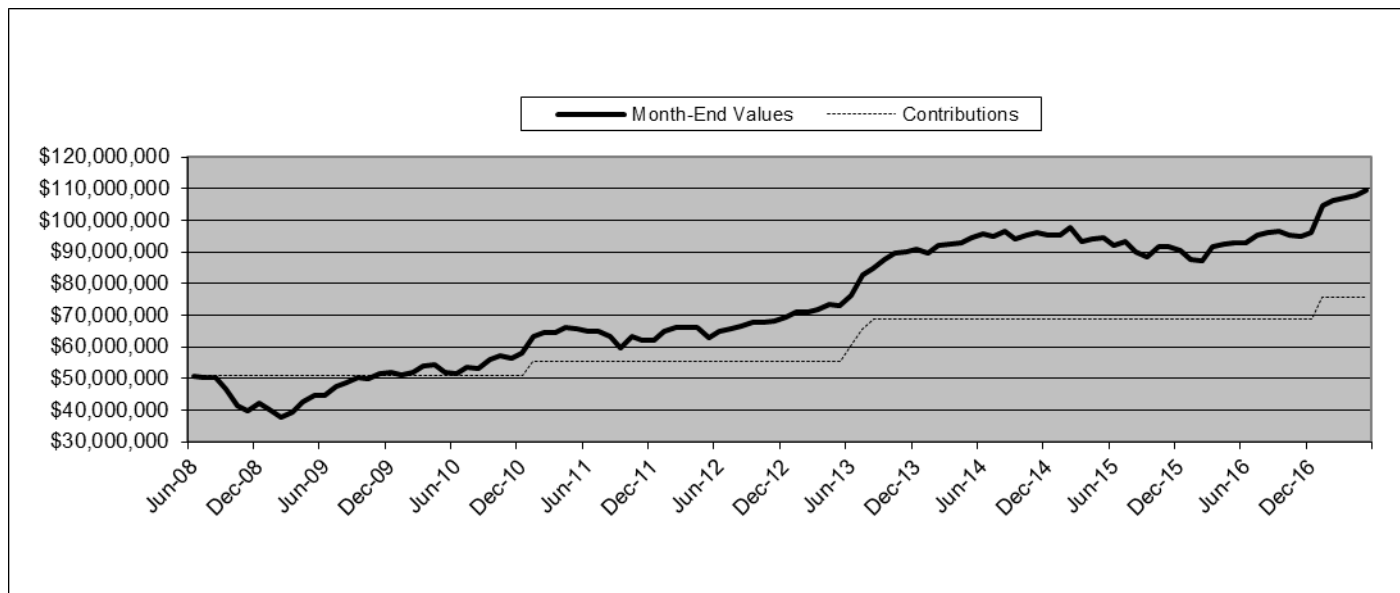
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

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

With a fair market value on May 31st of \$109,311,569.05 your portfolio's performance was up 1.23% for the month and up 5.71% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (50.5%) and fixed income funds (49.5%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, 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.

<u>Performance</u>	<u>May 2017</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	1.23%	6.25%	5.71% annualized return
S&P 500	1.41%	8.68%	9.73% (Domestic Stocks)
MSCI EAFE	3.67%	14.01%	2.45% (International stocks)
Barclays Aggregate	0.77%	2.38%	4.25% (Domestic Bonds)
Barclays Global	1.55%	4.50%	2.75% (Global Bonds)



Very truly yours,

Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
July-14	\$ -	\$ 68,799,724	\$ 94,769,733
August-14	\$ -	\$ 68,799,724	\$ 96,479,698
September-14	\$ -	\$ 68,799,724	\$ 94,002,753
October-14	\$ -	\$ 68,799,724	\$ 95,339,341
November-14	\$ -	\$ 68,799,724	\$ 96,004,369
December-14	\$ -	\$ 68,799,724	\$ 95,241,531
January-15	\$ -	\$ 68,799,724	\$ 95,202,573
February-15	\$ -	\$ 68,799,724	\$ 97,642,721
March-15	\$ (4,000,000)	\$ 64,799,724	\$ 93,188,823
April-15	\$ -	\$ 64,799,724	\$ 94,125,319
May-15	\$ -	\$ 64,799,724	\$ 94,358,288
June-15	\$ -	\$ 64,799,724	\$ 92,222,506
July-15	\$ -	\$ 64,799,724	\$ 93,208,064
August-15	\$ -	\$ 64,799,724	\$ 90,108,927
September-15	\$ -	\$ 64,799,724	\$ 88,539,000
October-15	\$ -	\$ 64,799,724	\$ 91,671,410
November-15	\$ -	\$ 64,799,724	\$ 91,546,935
December-15	\$ -	\$ 64,799,724	\$ 90,246,709
January-16	\$ -	\$ 64,799,724	\$ 87,729,554
February-16	\$ -	\$ 64,799,724	\$ 87,194,244
March-16	\$ -	\$ 64,799,724	\$ 91,452,227
April-16	\$ -	\$ 64,799,724	\$ 92,330,964
May-16	\$ -	\$ 64,799,724	\$ 92,395,230
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
July-16	\$ -	\$ 64,799,724	\$ 95,377,249
August-16	\$ -	\$ 64,799,724	\$ 95,929,958
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
March-17	\$ -	\$ 71,676,602	\$ 106,889,989
April-17	\$ -	\$ 71,676,602	\$ 107,981,028
May-17	\$ -	\$ 71,676,602	\$ 109,311,569
	\$ 71,676,602		

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Purchasing and Contracts Department Update

ACTION: Information

BACKGROUND

In 2016, the Purchasing and Contracts Department was reorganized and is under new leadership. The department is focused on streamlining processes and promoting costs savings district-wide.

STATUS

The department has implemented many new programs and negotiated contract savings such as:

- 1) SOCCCD, with the assistance of the Orange County Department of Education, obtained a letter from the State Chancellor's office clarifying our ability to use agreements secured by the Foundation for California Community Colleges (FCCC) – "CollegeBuys" Program. For many years, SOCCCD was unable to take advantage of these agreements due to the ambiguity in using a 501(c)(3) organization agreement while adhering to strict public procurement contract codes and government requirements.

The use of these piggyback agreements obtained through the FCCC will allow SOCCCD to save time, money (an estimated at \$500,000 to \$750,000 annually), and align us strategically for the future. This includes the new Office Depot agreement that will also integrate with Workday starting July 1, 2017.

- 2) Amazon "Punch-Out" has been implemented through Workday. This allows end-users to source products (with specified limitations established by District Purchasing) in an efficient and effective manner with free shipping. This program saves time, money, and is a user friendly alternative to traditional purchasing methods.

We currently have 122 users and spend on average between \$15,000 and \$25,000 per month.

- 3) A significant effort has been placed on updating and creating new contract templates which will help in protecting the district and students. We currently have new templates for professional services, allied health, facilities – field services, guest lecturer / speaker / performer / artist, grants, economic development, fine and performing arts, among others.

In addition, a conflict of interest form, and independent contractor determination worksheet has been developed when hiring independent contractors. District services will also publish a check list of items we look for in contracts to help end-users identify gaps before submission.

- 4) The recent negotiations between the District, Irvine Valley College and the bookstore operations services provider will save the District over \$300,000 in five years versus the prior agreement for these services.



TO: Members of the Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
SUBJECT: District Services Report for June 24, 2017 Board of Trustees Meeting

Acting President Appointed at Saddleback College

In a June 12th press release, Interim Chancellor Fitzsimons thanked Dr. Tod Burnett for his service as president of Saddleback College for nine years, and announced that Denise Whittaker would be serving as interim president of the college beginning July 1st. Ms. Whittaker has extensive higher education experience, having served as college president, vice president, dean, faculty, and counselor at colleges across the state and country. She has held leadership roles at Palo Verde, Southwestern, Orange Coast, San Bernardino Valley, El Camino, Oxnard and Citrus Colleges.

Commencement: Interim Chancellor Fitzsimons offered congratulatory remarks at the commencement ceremonies at Saddleback College and Irvine Valley College on Friday, May 26th.

Procurement Savings

The Purchasing and Contracts department has recently implemented many programs that save time and money. Below are a few of the programs:

- Ability to piggyback on Foundation for California Community Colleges agreements which are negotiated at significant savings. You will see the use of these agreements in several agenda items tonight.
- "Punchout" for Amazon, which allows campus users to purchase directly from Amazon.com through Workday, saving processing time. These orders are shipped for free, often at substantial savings from traditional vendors.
- Over 40 contract templates have been created and several existing templates have been updated to protect the district and save processing time.

Legislative Advocacy

The department led the following efforts during the month of June:

- Prepared two trustees for federal legislative visits with the Department of Education, U.S. Representative Mimi Walters, and Subcommittee on Health at House Committee on Veterans Affairs to discuss various topics.
- Participated in statewide advocacy efforts to support funding for veteran resource centers and a base increase as priorities narrow and funds are deliberated.

District-wide Strategic Planning

On June 7th, the District-wide Planning Council held its annual planning retreat at the Marbella Country Club. The day had a full agenda that covered the evaluation of the strategic plan and other major planning initiatives and planning documents that will guide the upcoming year. Below is a summary of the topics covered at the retreat:

- The colleges presented an accreditation update on the work they are doing since the accreditation team site visit and in anticipation for the official final accreditation report.
- The council conducted an annual review of the district mission.
- A mid-year cycle evaluation was conducted on the district-wide strategic plan that included progress on the Key Performance Indicators and objectives.
- The colleges presented overviews on two important planning initiatives; (1) the Guided Pathways model and (2) the Integrated Plan which combines the plans of Student Success and Support Programs, Student Equity, and Basic Skills Initiative.
- The council had robust discussion on pre-planning for the upcoming development of the Education and Facilities Master Plan.
- The council also reviewed and discussed revisions to a new model for the district-wide function map.

Update on ATEP Development

Construction of Irvine Valley College's first building is well underway and nearing 50 percent completion; metal framing is being installed on the exterior and interior with ductwork, conduits, and pipes going in directly behind. The first phase of infrastructure is moving along with the storm drain and sewer installed from Victory Road to Hope Drive, and the potable and reclaimed water following. The building is scheduled to open for classes in January 2018 with the infrastructure utilities, roads, and parking lot supporting it.

The City of Tustin's Victory Road is scheduled to open November 22nd, and the county's new animal care facility to open in late 2017 or early 2018. The city has invited the county and our district to have a shared ribbon cutting ceremony to celebrate our combined achievements in the Educational Village of Tustin Legacy.


On June 8th at ATEP, we hosted executives from the Orange County Department of Education and OC Pathways for an overview of the ATEP development framework and partnership opportunities.



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: June 15, 2017

SUBJECT: **President's Report for the June 26, 2017 Board of Trustees Meeting**

Presidential Scholarship Winners

Each year, the Irvine Valley College (IVC) Presidential Scholarship is awarded to two graduating high school students in need who will attend IVC in the Fall. Woodbridge High School student Trystan Gilbert, earned a 3.8 grade point average (GPA). This scholarship will help Trystan work toward earning an associate's degree in health sciences and transfer to California State University, Fullerton to earn a nursing degree. Irvine High School student Trinity Erickson earned a 3.54 GPA. This scholarship will help Trinity work toward transferring to a four-year university.

32nd Annual Scholarship Awards Ceremony

On May 25, the 32nd annual Foundation Scholarship Awards Ceremony was held on the lawn of the IVC Live Oak Terraces. Students and scholarship donors had the opportunity to meet each other and enjoy a continental breakfast before the program began. The ceremony included two student stories and one donor story. This year, 643 scholarships totaling \$420,602 were awarded to help students during the 2017-2018 academic year.

IVC Celebrates Graduates at 32nd Commencement

On May 26, IVC held its 32nd commencement ceremony at the Live Oak Terraces. University of California, Irvine (UCI) Chancellor Howard Gillman delivered the commencement address. He spoke about his hopes for students to keep the student spirit alive as they continue along their path. Nilam Faqhir, the student commencement speaker, shared her story about coming to the United States from Afghanistan, barely knowing any English, and achieving success at the college. She is transferring to UCI and hopes to become a civil rights attorney. IVC awarded 3,302 degrees and certificates. This year, IVC conferred 1,100 Associate in Arts degrees; 274 Associate in Arts for Transfer degrees; 161 Associate in Science degrees; 301 Associate in Science for Transfer degrees; and 1,466 Certificates of Achievement. The oldest graduate was 71 years old and the youngest graduate was 17 years old. Among the graduates, IVC conferred degrees to 380 honor students; of these, 200 students graduated cum laude with an average of 3.5-3.74; 150 students graduated magna cum laude with a grade point average of 3.74-3.99; and 30 students graduated summa cum laude with a grade point average of 4.0. One-hundred eighteen students who graduated participated in the Honors Program and will go on to transfer to universities such as Brown University, Columbia University, Tulane University, and other prestigious institutions.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T. J. Prendergast III, Terri Whitt, James R. Wright
Debra L. Fitzsimons, EdD, Acting Chancellor • Glenn R. Roquemore, PhD, President, Irvine Valley College

An Equal Opportunity Institution

Early College Class of 2017

As part of IVC's Early College program, these students earned dual college credit while still in high school, completing a series of courses known as the Inter-Segmental General Education Transfer Curriculum (IGETC) by the time they finished their senior year. A total of 40 students graduated in the Early College Class of 2017; 25 students from Beckman High School and 15 students from El Toro High School. Early College students will transfer to prestigious universities such as New York University, Virginia Tech, and various University of California and California State campuses.

Daughters of the American Revolution Raises Money for IVC Veterans Services Center

The National Society Daughters of the American Revolution (DAR) raised over \$4,500 for the IVC Veterans Services Center at a recent spring tea sponsored by the Mission Viejo and Irvine Ranch chapters of the DAR. Veteran students Rachel Bartlett and Sloan Hadsall shared stories about their military service, efforts to earn a college degree, and how the services offered by the Veterans Services Center have helped them in the areas of academics, camaraderie and wellness. Nancy Montgomery, director of health, wellness and veterans, and Ezekiel Hall, senior veterans specialist, both spoke on the services provided for veteran students and how they help students navigate the Veterans Administration. Chris Hurst Loeffler, associate professor in the School of Social and Behavioral Sciences, serves as regent of the Mission Viejo chapter of the DAR.

Men's Tennis Wins State Title

The IVC men's tennis team completed an undefeated season for the first time in school history and won the state title in the California Community College Athletic Association for the third straight year in a row. The team won with a 5-1 lead over American River College. Sophomore singles player Javier Callejo earned the rare triple crown, winning the state singles championship and the doubles championship along with his partner, sophomore Lucas Lesoeur.

The Ear Launch Party

On May 18, a celebration was held for the publication of the 21st issue of IVC's literary journal, *The Ear*. English Professor, Virginia Shank, PhD, organized the celebration that featured live music, refreshments, and poetry and short story readings. Members of the college community participated in the celebratory evening.

IVC Entrepreneurship Student Wins First Place in State's Business Plan Competition

Business student Maryam Edah-Tally won first place in the statewide *Get a Taste of Success* business plan competition hosted by California Community Colleges Doing What Matters initiative. Edam-Tally pitched her business Fleur À Cheval, an international e-commerce business that sells original hand-crafted floral accessories for equestrians and horses. Edam-Tally competed first in the Southern California regional division and moved on to be chosen as one of the top three finalists in the state. She competed in a live pitch competition and received first place with a \$1,500 cash prize. Ernst and Young celebrated her achievements at the EY Entrepreneur of the Year awards gala held at the Monarch Beach Resort on June 16. She was selected as the youth entrepreneur winner and received a \$2,000 scholarship award.

IVC Robotics Activity Group Wins Second Place at UCI Rescue Robotics Competition

On May 20, IVC's Robotics Activity Group (RAG) competed in the 2017 University of California, Irvine (UCI) Rescue Robotics Field Trials Competition held at UCI's athletic fields. Their search and rescue automaton, named SARA, weighed in at 18 pounds and moved smoothly around the 40,000 square-foot simulated disaster site using its laser system to locate disaster victims (actually orange and green buckets). The team won second place for SARA's simulation in the ground robotics category. This competition marked the completion of a nine-month research and development effort for the eleven-member RAG team. Haidon Shultz, Amal Eldick, Alan Yuen, Ben Choi, and Steve Ikemura led the team during the field trials. Professor Jack Appleman and Nick Farrell mentored the Robotics Activity Group with assistance from professors Alec Sim, Brett McKim and Ilknur Erbas-White. Dean Corine Doughty, Matt Suarez, Merry Kim, and Tiffany Nguyen provided administrative support which was essential to complete this project.

Graduates' Story of Friendship and Heroism on ABC7 News

IVC's Office of Marketing and Creative Services secured coverage of three friends' heroic graduation story in both the Orange County Register and KABC7. Student Emily Castro suffered a mini-stroke a week before graduating. She was able to text the word "help" to her friend, Rebecca Corona. Corona knew just where to find her. She and third friend, Dawn Murphy, were able to call 911 and save Castro's life. Castro was able to walk in the commencement ceremony held on May 26, 2017. The stories in the Orange County Register and on KABC7 highlighted the heroism of Corona and Murphy and how the three friends were able to celebrate their graduation together and will continue their educational journey at University of California, Irvine.

LunaFest: Irvine

On June 8, IVC hosted Lunafest, a traveling film festival of award-winning short films by, for, and about women. This season's program featured nine films. IVC School of the Arts faculty member Patricia Beckmann-Wells' film "Family Tale" was featured. Lunafest: Irvine benefitted the festival's main beneficiary Breast Cancer Prevention Partners as well as IVC's Interactive Media Arts Department. Sports1Marketing supplied digital gift bags worth \$500 for registrants. Beckmann-Wells worked with the IVC Foundation and Marketing and Creative Services offices to coordinate and bring Lunafest to IVC.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4722 • www.saddleback.edu

Tod A. Burnett, Ed.D.
President

TO: Members of the Board of Trustees
Dr. Debra L. Fitzsimons, Interim Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for June 26, 2017 Board of Trustees Meeting

Over 325 students participated in the 48th Saddleback College commencement ceremony held on Friday, May 26th. Families and friends packed the gym to celebrate the achievements of their loved ones. The ceremony included a commencement address given by Tilly Levine, founder of Tillys clothing stores and the youth-focused nonprofit Tilly's Life Center and a speech from student speakers Rei Kamio, Eva Litvinova, Stephanie Rovegno, Landon Wexler, and Stephanie Wierig. The youngest graduate at the ceremony was 17-year-old Muhammad Salem who earned his associate in arts degree in Arabic, and the most senior graduate was 69-year-old Parvin Khodaverdian who earned her associate in arts degree in General Studies: Fine Arts and Humanities.

The Saddleback College Foundation awarded 789 scholarships totaling \$817,121 at their annual Scholarship Awards Ceremony held on Friday, May 19th. The foundation awarded over 250 more scholarships in 2017 than they did in 2016.

The Saddleback College VETS program in partnership with the Society of American Military Engineers (SAME) hosted the VETS 5K and Kids Ruck Run at Saddleback College on Sunday, June 18th. Proceeds from the family-friendly event will be used to support student veterans.

Office of Instruction

Fine Arts & Media Technology

June is a light month for performances but faculty, staff, and students are gearing up for July's Summer of Theatre 2017. Rehearsals for Shrek the Musical and The Music Man are currently underway. Performances including Big Band with 100-year-young Shep Shepard, and Shakespeare plays, Macbeth and The Taming of the Shrew will be performed on the outdoor stage set up on the quad.

External Affairs

Saddleback College Foundation

The results of the 2017 gala are in and show that net proceeds increased substantially compared to last year's event. The total income for the 2017 gala was \$176,331, compared to

\$98,313 in 2016. Thank you to all the donors who helped the Foundation raise these funds for student scholarships.

Sincerely,

A handwritten signature in black ink, appearing to read "T. A. Smith". The signature is fluid and cursive, with a long horizontal stroke extending from the left.