



Meeting of the Board of Trustees

August 21, 2017

CALL TO ORDER: 4:30 P.M.

The closed session meeting will consist of two locations. Trustee Terri Whitt will participate by teleconference pursuant to Government Code section 54953(b):

Primary Location: Saddleback College Health Sciences/District Offices Building, Ronald Reagan Board of Trustees, Room HS 145, 28000 Marguerite Parkway, Mission Viejo, CA.

Teleconferencing Location: Pursuant to Government Code Section 54953(b) This meeting will also be conducted by teleconference at the following location: 2 Via Olas, San Clemente, CA.

Both locations will be accessible to the public. Members of the public wishing to address the Board directly from either location, prior to the board recessing to closed session, will be allowed to do so during the public comment portion of the meeting.

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).)(2 matters)
 - B. Public Employee Employment (Government Code Section 54957(b).)
 - 1. Interim Chancellor Evaluation
 - 2. Chancellor Recruitment Update
 - 3. Saddleback College President Recruitment Update
 - 4. Alternate Media Specialist, Saddleback College

- 5. Administrative Assistant, District Services
- 6. Admissions & Records Specialist I, Saddleback College
- 1.4 Conference with Real Property Negotiators (GC Section 54956.8)
 - A. Faculty Association
 - Agency Designated Negotiator: Diane Clerou, Acting Vice Chancellor, Human Resources
- 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)
 - B. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(2)
 - 1. Demand Letter from Academic Administrator
 - B. Pending Litigation (Government Code Section 54956.9(d)(1), (e)(1) (1 case)
 - 1. *Christopher Hooshmand v. SOCCCD et al*

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Marcia Milchiker

2.3 Pledge of Allegiance

Led by Trustee T.J. Prendergast

2.4 Public Comments

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report (*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: Saddleback College Athletics Stadium Renovation and Site Improvement Project Update

District and college staff will present an update on the project.

5.0 CONSENT CALENDAR ITEMS

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Regular Meeting held on July 17, 2017.

5.2 SOCCCD: Irvine Valley College Barranca Entrance Project, Change Order No. 1, Hillcrest Contracting, Inc.

Approve Board Change Order No. 1 for the Irvine Valley College Barranca Entrance project and authorize staff to execute the corresponding change order with Hillcrest Contracting, Inc., resulting in a decrease of \$201,945.82, for a revised contract amount of \$1,263,824.18.

5.3 SOCCCD: Irvine Valley College Performing Arts Center Construction Defects Project, SVA Architects, Inc

Approve the architectural/engineering agreement (EXHIBIT B) with SVA Architects, Inc., for the Irvine Valley College Performing Arts Center Construction Defects project, in the amount of \$100,000.

5.4 Saddleback College and Irvine Valley College: Speakers

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

5.5 Saddleback College: Revised Curriculum for the 2017-18 Academic Year

Approve proposed curriculum changes for the 2017-18 academic years at Saddleback College.

5.6 SOCCCD: Saddleback College Communication Arts Renovation Project, KSBR Radio Station Remodel Project Bid No. 2056, Notice of Completion, Patriot Contracting and Engineering, Inc.

Authorize filing the Notice of Completion for Saddleback College Communication Arts Renovation Project, KSBR Radio Station Remodel Project to Patriot Contracting and Engineering, Inc. for a final contract amount of \$1,294,000.

5.7 SOCCCD: Saddleback College Technology & Applied Science Swing Space II Project, Notice of Completion, Glenn Chavez Construction

Authorize filing the Notice of Completion for the Technology and Applied Science (TAS) Swing Space II project to Glenn Chavez Construction, with a

final contract amount of \$75,889.

- 5.8 **SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Architectural Services, IBI Group, Inc.**
Approve the agreement for architectural services for the Saddleback College Interior LED Lighting and Controls Retrofit project with IBI Group, Inc. in an amount not to exceed \$109,966.
- 5.9 **SOCCCD: Saddleback College Baseball Field Bleacher Replacement Project, Substitution of Subcontractor, Wicketts Plumbing International**
Approve the removal of Moses Anserlian as subcontractor and its substitution by Wicketts Plumbing as subcontractor, on the Baseball Field Bleacher Replacement project at Saddleback College.
- 5.10 **SOCCCD: Student Out of State Travel**
Approve the colleges' student out-of-state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.
- 5.11 **SOCCCD: Agreement for Specialized Software Development Services, Redisq Technologies**
Approve the agreement for specialized software development services with Redisq Technologies, for a total amount not to exceed \$137,088 from September 1, 2017 to August 31, 2017.
- 5.12 **SOCCCD: Budget Amendment: Adopt Resolution No. 17-27 to Amend FY 2017-2018 Adopted Budget**
Adopt Resolution No. 17-27 to amend the FY 2016-2017 Adopted Budget as detailed.
- 5.13 **SOCCCD: Adopt AB1887 – Out-of-State Travel Restrictions**
Ratify the Interim Chancellor's decision to support state Chancellor Oakley in adopting the AB1887 out-of-state travel restrictions for all SOCCCD travel.
- 5.14 **SOCCCD: Transfer of Budget Appropriations**
Ratify the Transfer of Budget Appropriations as detailed.
- 5.15 **SOCCCD: June - August 2017 Change Orders/ Amendments**
Ratify the change orders and amendments as listed.
- 5.16 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.
- 5.17 **SOCCCD: July - 2017 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Saddleback College and Irvine Valley College: FY 2017-2018 Adopted Student Government Budgets**
Approve the FY 2017-2018 adopted student government budgets.
- 6.2 **SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter into a Grant of Easement Agreement with Pacific Bell Telephone Company dba AT&T**
The Board of Trustees will conduct a public hearing in order to determine if the terms of the Grant of Easement agreement with Pacific Bell Telephone Company, dba AT&T, are in the best interest of the district.
- 6.3 **SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No.17-23 and Enter into a Grant of Easement Agreement with Pacific Bell Telephone Company dba AT&T**
Adopt Resolution No. 17-23, to authorize entering into a Grant of Easement agreement with Pacific Bell Telephone Company dba AT&T over portions of the Advanced Technology and Education Park property for utility purposes.
- 6.4 **SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No. 17-24, Intention to Enter into an Agreement with Southern California Edison for Grant of Easement at ATEP and to Conduct a Public Hearing**
Adopt Resolution No. 17-24, declaring its intention to enter into an agreement with Southern California Edison for grant of easement at ATEP Site Utilities and Infrastructure Phase I project and to conduct a public hearing set for September 25, 2017.
- 6.5 **SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No. 17-25, Intention to Enter into an Agreement with Southern California Gas Company for Grant of Easement at ATEP and to Conduct a Public Hearing**
Adopt Resolution No. 17-25, declaring its intention to enter into an agreement with Southern California Gas Company for grant of easement at ATEP Site Utilities and Infrastructure Phase I project and to conduct a public hearing set for September 25, 2017.
- 6.6 **SOCCCD: Saddleback College Cafeteria Services Renovation, Adopt Resolution No. 17-26 Design-Build Delivery Method**
Adopt Resolution No. 17-26 to authorize the use of Design-Build for Saddleback College Cafeteria Services Renovation project with an estimated project budget of \$3,500,000.
- 6.7 **SOCCCD: Irvine Valley College, Naming of the Regional Testing Center at the Advanced Technology Education Park (ATEP)**
Approve naming the new Irvine Valley College Authorized Testing Center, *Christopher LC Lee Authorized Testing Center*.

- 6.8 **SOCCCD: Agreement for Software Development and Project Management, Neudesic, LLC**
Approve the work order agreement for software development and project management services with Neudesic, LLC, for an amount not to exceed \$1,713,190.00 for the term of September 1, 2017 through August 31, 2018.
- 6.9 **SOCCCD: Board Member Compensation**
Approve adjustment of monthly compensation for board members by five percent pursuant to board policy and education code.
- 6.10 **SOCCCD: Academic Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Leaves.
- 6.11 **SOCCCD: Classified Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Position Title Correction for a Classified Position, Authorization to Establish and Announce a Classified Position, Reorganization, Authorization to Increase Hours on a Classified Position, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.12 **SOCCCD: Amendment to 2017-2018 Tenure-Track Faculty Hiring Authorization – Saddleback College**
Ratify the addition of one full-time faculty position to the 2017-2018 full-time faculty hiring list for Saddleback College.
- 6.13 **SOCCCD: Recess to Public Hearing – District/SOCCCDFA Joint Initial Proposal for Implementation of SB 1379 Regarding Part-Time, Temporary Faculty Reemployment Standards**
Conduct a public hearing to provide an opportunity for the public to comment on the joint initial proposal from District and Faculty Association to negotiate implementation of amendments to Education Code regarding reemployment standards for part-time, temporary faculty.

7.0 REPORTS

- 7.1 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.2 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**
None
- 7.3 **SOCCCD: Basic Aid Report.**
Report on projected receipts and approved projects.

- 7.4 **SOCCCD: Facilities Plan Status Report.**
Status of current construction projects.
- 7.5 **SOCCCD: Monthly Financial Status Report**
The reports display the adopted budget, revised budget and transactions through June 30, 2017.
- 7.6 **SOCCCD: Quarterly Financial Status Report**
Report as of June 30, 2017 for FY 2016-2017.
- 7.7 **SOCCCD: Pension Stabilization Trust Fund**
Report is for the period ending June 30, 2017.
- 7.8 **SOCCCD: Retiree (OPEB) Trust Fund**
Report is for the period ending June 30, 2017.
- 7.9 **SOCCCD: Quarterly Investment Report**
Report for the quarter ending June 30, 2017.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet.

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: Saddleback College Athletics Stadium Renovation and Site Improvement Project Update

ACTION: Discussion / Information

BACKGROUND

On August 21, 2016, the Board of Trustees approved the Saddleback College Stadium and Site Improvement project design-build agreement with PCK Construction Services, Inc.

STATUS

District and college staff will present an update on the project this evening.

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

Minutes from:

July 17, 2017 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
July 17, 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
Jordan J. Larson, Student Member

Administrative Officers:

Debra Fitzsimons, Interim Chancellor
Kim McCord, Acting Vice Chancellor, Business Services
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Glenn Roquemore, President Irvine Valley College
Denise Whittaker, Acting President Saddleback 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).) (8 matters)

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(6 matters)
- B. Public Employee Employment (Government Code Section 54957(b).)(2 matters)
 - 1. Chancellor, SOCCCD
 - 2. Program Outreach Specialist, Saddleback College

1.4 Conference with Real Property Negotiators (GC Section 54956.8)

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

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)
- B. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(2)
Board consideration of a student's appeal of an adverse administrative Determination in a discrimination complaint.

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7-0 vote, the board approved a general leave of absence without pay from August 21 through December 20, 2017 for a classified employee at Saddleback College.

2.2 Invocation
Led by Trustee Tim Jemal

2.3 Pledge of Allegiance
Led by Trustee Jim Wright

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

Two public comments were heard by the board. One public comment related to consideration of future classified staff retirees to receive the same retirement benefits the faculty, managers and administrators receive. The second public comment related to the Open Educational Resources (OER) partnership program being offered at Saddleback College.

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: Student Success for Scorecard for Community Colleges](#)
[A presentation on performance indicators for Saddleback College and Irvine Valley College.](#)

Item 4.1

Exhibits A-B

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

4.2 [Saddleback College and Irvine Valley College: Pathways Initiative](#)
[A presentation on the Pathways Initiative by representatives from Saddleback College and Irvine Valley College.](#)

Item 4.2

Exhibit A

A joint presentation on the Pathways Initiative was presented by Traci Fahimi, Dean, Social and Behavioral Sciences Academic Programs at Irvine Valley College, Karima Feldhus, Interim Assistant Vice President for Institutional Effectiveness at Saddleback College, Renah Wolzinger, Dean of Career Pathways and Dual Enrollment at Saddleback College and Jim Gaston, Director IT-Academic Systems.

Trustee Prendergast was excused from the meeting at 8:19 p.m.

5.0 [CONSENT CALENDAR ITEMS](#)

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

Trustee Wright requested to remove item 5.4 and Trustee Whitt requested to remove item 5.6 from the consent calendar for separate discussion and action.

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

5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of a Special Meeting held on June 24, 2017 and a Regular Meeting held on June 26, 2017.

[Item 5.1](#)

[Exhibits A-B](#)

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

[Item 5.2](#)

[Exhibits A-B](#)

- 5.3 Saddleback College and Irvine Valley College: Designation of Representatives to the South Orange County Regional Consortium for AB 104 Adult Education Block Grant
Approve Saddleback College and Irvine Valley College representatives to the South Orange County Regional Consortium for AB 104 Adult Education Block Grant.

[Item 5.3](#)

- 5.4 [Saddleback College and Irvine Valley College: Speakers](#)
[Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.](#)

[Item 5.4](#)

[Exhibit A](#)

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

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

[Item 5.5](#)

[Exhibit A](#)

- 5.6 [Irvine Valley College: Agreement for Strong Workforce Partner Vertical Sector Leader Biotechnology Services, Daniel Michael](#)
[Approve the independent contractor/professional services agreement with Daniel Michael to perform services for the Strong Workforce Partner](#)

Vertical Sector Leader Biotechnology for an amount not to exceed \$100,000 for the term of July 1, 2017 to June 30, 2018.

Item 5.6

Exhibit A

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

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

Item 5.7

Exhibits A-B

- 5.8 SOCCCD: Construction Management Services Pool
Approve the fourteen firms listed for a pool from which to draw construction management services for no greater than a five year period from July 17, 2017 to July 17, 2022.

Item 5.8

Exhibit A

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

Item 5.9

Exhibits A-C

- 5.10 SOCCCD: June 2017 Contracts
Ratify contracts as listed.

Item 5.10

Exhibits A-B

6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD: Conduct a Public Hearing - Certification of an Addendum to the Program Environmental Impact Report for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College

Facilities Master Plan Pursuant to the California Environmental Quality Act
Conduct a public hearing.

Item 6.1

Exhibit A

The board president recessed the regular meeting of the Board to a Public Hearing in order to provide the public an opportunity to comment on the subject of Certification of an Addendum to the Program Environmental Impact Report. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

- 6.2 SOCCCD: Saddleback College ATAS Building, Adopt Resolution No. 17-20, Certification of the Addendum dated July 2017 to the Program Environmental Impact Report for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College Facilities Master Plan Pursuant to the California Environmental Quality Act
Adopt Resolution No. 17-20, Certification of the Addendum dated July 2017 to the Program Environmental Impact Report for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College Facilities Master Plan Pursuant to the California Environmental Quality Act.

Item 6.2

Exhibit A

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

- 6.3 SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Renovation, Revision of the ATAS Renovation Project to the ATAS Building Project
Approve a revision of the ATAS Renovation project to the ATAS Building project, a new 45,000 square foot building with an estimated project budget of \$47,175,000.

Item 6.3

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

- 6.4 SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Building, Adopt Resolution 17-21 Design-Build Delivery Method
Adopt Resolution No. 17-21 to authorize the use of Design-Build for Saddleback College ATAS Building project, a new 45,000 square foot building with an estimated project budget of \$47,175,000.

Item 6.4

Exhibit A

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

- 6.5 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No. 17-19, Intention to Enter into an Agreement with Pacific Bell Telephone Company dba AT&T California for Grant of Easement at ATEP and to Conduct a Public Hearing
Adopt Resolution No. 17-19, declaring its intention to enter into an agreement with Pacific Bell Telephone Company dba AT&T California for grant of easement at ATEP Site Utilities and Infrastructure Phase I project and to conduct a public hearing set for August 21, 2017.

Item 6.5

Exhibits A-B

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

- 6.6 SOCCCD: Adopt Resolution No. 17-17: Appropriations Limit for FY 2017-2018 (Gann Limit)
Adopt Resolution No. 17-17 establishing the required State constitutional appropriations limit for FY 2017-2018 for the South Orange County Community College District.

Item 6.6

Exhibits A-B

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

- 6.7 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)
Approve board policies as presented.

Item 6.7

Exhibits A-G

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

- 6.8 SOCCCD: Furniture and Fixtures Applications, Agreement No. CB 13-013, Krueger International
Approve contracting with Krueger International pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB 13-013, contingent upon verification of the availability of funds for each purchase. Annual expenditures for the term under this agreement will not exceed \$1,500,000 from July 1, 2017 to June 30, 2018.

Item 6.8

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

- 6.9 SOCCCD: Furniture and Fixtures Applications, Agreement No. CB 13-014, Haworth
Approve contracting with Haworth pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB 13-014, contingent upon verification of the availability of funds for each purchase. Annual expenditures for the term under this agreement will not exceed \$1,500,000, from July 1, 2017 to June 30, 2018.

Item 6.9

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

- 6.10 SOCCCD: Furniture and Fixtures Applications, Agreement No. CB 13-015, Steelcase
Approve contracting with Steelcase pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB 13-015, contingent upon verification of the availability of funds for each purchase. Annual expenditures for the term under this agreement will not exceed \$1,500,000.

[Item 6.10](#)

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

- [6.11](#) [SOCCCD: Academic Personnel Actions - Regular Items](#)
[Approve New Personnel Appointments, Additional Compensation:](#)
[General Fund, Additional Compensation: Categorical/Non-General Fund,](#)
[Extension of Administrative Temporary Assignment.](#)

[Item 6.11](#)

[Exhibit A](#)

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

- [6.12](#) [SOCCCD: Classified Personnel Actions - Regular Items](#)
[Approve New Personnel Appointments, Authorization to Establish and](#)
[Announce a Classified Position, Reorganization, Change of Status,](#)
[Reclassification, Out of Class Assignments,](#)
[Resignation/Retirement/Conclusion of Employment, Volunteers.](#)

[Item 6.12](#)

[Exhibit A](#)

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

- [6.13](#) [SOCCCD: Adopt Resolution No. 17-18 Classified Employee/Position](#)
[Layoff](#)
[Adopt a resolution to approve the reduction/discontinuance of classified](#)
[service positions.](#)

[Item 6.13](#)

[Exhibit A](#)

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

- [6.14](#) [SOCCCD: SOCCCD District and Faculty Association Initial Proposal for](#)
[Implementation of SB 1379 Regarding Part-Time, Temporary Faculty](#)
[Reemployment Standards](#)

[Accept for review and study the initial joint proposal from District and SOCCCD Faculty Association to negotiate implementation of amendments to Education Code regarding reemployment standards for part-time, temporary faculty.](#)

[Item 6.14](#)

[Exhibit A](#)

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

[Extend meeting time to 9:15 p.m.](#)

At 8:53 p.m., a motion was made by Trustee Lang and seconded by Trustee Jay, to extend the meeting to 9:15 p.m. The extension was approved on a 6 - 0 vote with Trustee Prendergast absent.

7.0 REPORTS

- [7.1 SOCCCD: Staff Response to Public Comments from Previous Board Meeting](#)
[Staff responded to concerns addressed by a faculty member at the May 15, 2017 board meeting.](#)

[Item 7.1](#)

- [7.2 SOCCCD: Basic Aid Report](#)
[Report on projected receipts and approved projects.](#)

[Item 7.2](#)

[Exhibit A](#)

- [7.3 SOCCCD: Facilities Plan Status Report](#)
[Status of current construction projects.](#)

[Item 7.3](#)

[Exhibit A](#)

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

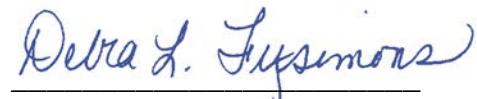
Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet.

- 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](#)
- J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 9 p.m.


Debra Fitzsimons

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Barranca Entrance Project, Change Order No. 1, Hillcrest Contracting, Inc.

ACTION: Approval

BACKGROUND

On May 16, 2016, the Board of Trustees approved a \$1,465,770 construction contract with Hillcrest Contracting, Inc. for the Irvine Valley College Barranca Entrance project.

STATUS

Contract modifications are contained in Change Order No. 1 (EXHIBIT A). Approval of Board Change Order No. 1 will result in a decrease of \$201,945.82 for a revised contract total of \$1,263,824.18. The contract completion date is extended by 85 calendar days.

Basic aid funds are available in the approved project budget of \$2,850,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Board Change Order No. 1 (EXHIBIT A) for the Irvine Valley College Barranca Entrance project and authorize staff to execute the corresponding change order with Hillcrest Contracting, Inc., resulting in a decrease of \$201,945.82, for a revised contract amount of \$1,263,824.18.

South Orange County Community College District
Irvine Valley College Barranca Entrance Project
Board Change Order No.1

August 21, 2017

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
325	General Contractor	Hillcrest Contracting		\$1,465,770.00	\$0.00	-\$201,945.82	\$1,263,824.18	0
		1467 Circle City Drive Corona, CA 92879	TOTAL	1,465,770.00			1,263,824.18	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	8/21/2017	No cost time extension due to concurrent delays	By Contractor	reviewed	\$0.00	85
2	8/21/2017	Unused contract allowance	By District	reviewed	(\$201,945.82)	0
		TOTAL THIS CHANGE ORDER REQUEST			-\$201,945.82	85

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Performing Arts Center Construction Defects Project, SVA Architects, Inc.

ACTION: Approval

BACKGROUND

On June 17, 2013, the Board of Trustees approved basic aid funding for the Irvine Valley College Performing Arts Center Construction Defects. There is a need to hire an architect to provide design services.

STATUS

The College requested proposals from the district's architectural services pool. Two architectural firms submitted proposals (EXHIBIT A) and the evaluation committee determined SVA Architects, Inc. to be the best value for the project.

Staff recommends approval of the SVA Architects, Inc. agreement (EXHIBIT B), in the amount of \$100,000, to perform architectural/engineering services for the Irvine Valley College Performing Arts Center Construction Defects project.

Basic Aid funds are available in the project budget in the amount of \$1,400,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the architectural/engineering agreement (EXHIBIT B) with SVA Architects, Inc., for the Irvine Valley College Performing Arts Center Construction Defects project, in the amount of \$100,000.

**Architectural Services
Performing Arts Center Construction Defects Project
Irvine Valley College**

August 21, 2017

COMPANY NAME

CITY

CONTACT

***SVA Architects, Inc.**

Santa Ana, CA

Robert M. Simons

**Dougherty + Dougherty Architects
LLP**

Torrance, CA

Brian Paul Dougherty

***Recommended Award**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT PERFORMING ARTS CENTER CONSTRUCTION DEFECTS PROJECT IRVINE VALLEY COLLEGE

SVA ARCHITECTS, INC.

August 21, 2017 – August 1, 2019

This AGREEMENT is made and entered into this 21st day of August in the year 2017 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and SVA Architects, Inc., 3 MacArthur Place, Suite 850, Santa Ana, CA 92707, (949) 809-3380, hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain architectural services for the Irvine Valley College Performing Arts Center Construction Defects project, more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT's services shall consist of those services performed by the ARCHITECT and ARCHITECT's employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** ARCHITECT shall provide the Services and authorized Additional Services using its 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 Executive, Robert Simons, and one Project Manager, Jeff Shyu. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall

- remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT's firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
 - 1.5. **Relationship of ARCHITECT to Other Project Participants.** ARCHITECT's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. 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 ARCHITECT's services (Services) consist of those described in Article 2 and further delineated in Attachment A and include normal architectural, design, structural, mechanical, electrical, acoustical, equipment consultation services, and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.

Scope will include review and analysis of existing conditions with the intent to address design insufficiencies as identified by faculty, staff, and agencies having jurisdiction. This task will require as-built plan review, review of related code(s), discussions with building occupants, and review of physical conditions at the building. Review of lobby acoustics will require evaluation by an acoustical engineer and may warrant testing to properly address conditions. Architect will determine the agencies that have jurisdiction over any work attempted; which may include OSHA, DSA, State Fire Marshall, AQMD, etc., and will endeavor to satisfy the requirements of those agencies.

Develop Construction Drawings suitable for DSA approval concurrently with project probable costs and in line with the District's budget. Architect should seek approval from the District to move into the next design phase at completion of Schematic Design, 50% Construction Documents, and Final Construction Documents just prior to DSA submittal. Drawings must be fully scaled and incorporate any component from the existing structure as necessary to satisfy DSA and authorities having jurisdiction. Cost estimates should be based on current bid prices, should be broken down per CSI division, and should include all anticipated project hard and soft costs.

Deliverables to include a written report of initial findings, recommendations, a work plan that includes a schedule for all project activities, meeting note distribution for any meetings held, and one hardcopy (24x36) of Drawings at 50% CD, 100% CD, and DSA approval.

- 2.2. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.3. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this agreement. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this Agreement. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.4. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT's needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
- 2.5. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.6. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.7. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.

A. During the Schematic Design and Design Development, construction cost shall be determined by the DISTRICT's budget for the PROJECT. Construction costs will be assessed during the Design Development phase. At the DISTRICT's discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.

B. During the bidding phase, construction cost shall be determined by the lowest responsible bid.

C. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.

D. Construction costs are considered hard project costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT.

E. The ARCHITECT's evaluations of the DISTRICT's PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT's best judgment as a professional familiar with the construction industry.

F. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA stamped set of Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

G. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:

1. give written approval of an increase of such fixed limit;
2. authorize rebidding of the PROJECT within a reasonable time;
3. if the PROJECT is abandoned, terminate it in accordance this Agreement; or
4. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.

2.8. **BIM.** Not used.

2.9. **Sustainability.** Not used.

2.10. **Regulatory Compliance.** The ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.

2.11. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this project. The outline shall include a written

- report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- 2.12. **Existing Conditions**. The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.13. **Coordination for Geological Report**. Not used.
- 2.14. **Not Responsible for Hazardous Material**. Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 2.15. **SDs to DDs**. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
- 2.16. **DDs to CDs**. Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- 2.17. **Coordination for Government Authorities**. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT's assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.
- 2.18. **Bid Prep**. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
- 2.19. **Bid Marketing**. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.20. **Over-Budget at Bid**. If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of

the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.

- 2.21. **FFE Selection and Procurement.** Not used.
- 2.22. **Construction Administration.** The ARCHITECT shall provide administration of the construction contract. The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.
- 2.23. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.24. **Coordination of Others.** The ARCHITECT shall coordinate construction performed by separate contractors or by the DISTRICT's own employees.
- 2.25. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.26. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.27. **District Representative.** The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.28. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT's benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's

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

ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Attachment for Additional Services. The

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. **Change Orders.** Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
- D. **Damage or Destruction.** Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- E. **Contractor Default.** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
- F. **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
- G. **Consultant Coordination.** Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
- H. **Test and Balance.** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- I. **FF & E.** Not used.

- 3.3. **Construction Administration Add Service.** If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

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 through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of August 1, 2019. The ARCHITECT'S contract terminates at completion of the warranty walk. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in ATTACHMENT B.
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to ARCHITECT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **Purchase and Maintain Insurance.** ARCHITECT shall purchase and maintain project specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- A. **Statutory Workers' Compensation and Employers' Liability.** ARCHITECT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which ARCHITECT may be liable. ARCHITECT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any

employee which arises out of the employee's employment by ARCHITECT. The Employer's Liability Insurance required of ARCHITECT hereunder may be obtained by ARCHITECT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by ARCHITECT hereunder.

B. **Comprehensive general and auto liability.** ARCHITECT shall purchase and maintain Commercial General Liability and Property Insurance as will protect ARCHITECT from the types of claims set forth below which may arise out of or result from ARCHITECT's services under this Agreement and for which ARCHITECT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than ARCHITECT's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by ARCHITECT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to ARCHITECT's obligations under this Agreement; and (vi) for completed operations.

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

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

C. **Professional liability insurance.** Professional liability insurance, including contractual liability, with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

D. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in

the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.2. **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.

5.3. **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.

5.4. **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
Professional Liability	One Million (\$1,000,000) per occurrence and One Million dollars (\$1,000,000) project specific in the aggregate

ARTICLE 6 COMPENSATION TO THE ARCHITECT

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

A.	Schematic Design Phase (including initial findings reports, work plan, schedule)	\$10,000	(10%)
B.	50% Construction Document Phase	\$25,000	(25%)
C.	Final Construction Document Phase	\$35,000	(35%)

D.	Bidding Phase	\$5,000	(5%)
E.	Construction Phase	\$20,000	(20%)
F.	Close Out Phase	\$5,000	(5%)
G.	Reimbursable Cost (if applicable, are to be billed as they occur and after District approval).		
H.	TOTAL	\$100,000	(100%)

- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in ATTACHMENT B are services included in the ARCHITECT's compensation for Services as set forth in Article 2.
- 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. Services are to be invoiced in accordance with the agreed upon lump sum pricing and percent complete within each phase identified in Article 6.1.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District's receipt of ARCHITECT's billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 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 and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See ATTACHMENT B) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT's employees and ARCHITECTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- A. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT's employees and ARCHITECTS in the interest of the PROJECT.
- B. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT's normal travel expense (including to and from the PROJECT) and meals are excluded.
- C. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her ARCHITECTS necessary for the completion of the contract requirements), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
- D. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

E. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT's Services will be reimbursed.

F. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and ARCHITECTs in the interest of the PROJECT.

G. For additional services of ARCHITECTs, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.

- 6.11. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **Documentation.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 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 upon submittal to the Division of the State Architect and

upon completion of the As-built requirement. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.

- 7.4. **Copyright/Trademark/Patent.** ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except ARCHITECT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. 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 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 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 consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the ARCHITECT, the DISTRICT Representative is:

Parker Davis, Assistant Director of Facilities, Capital Outlay Projects

- 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. **Project Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.
- 10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT's obligations under this agreement.

ARTICLE 11 MISCELLANEOUS

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

- final payment is made under this agreement. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT's work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT's work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- A. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
 - B. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
 - C. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
 - D. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
 - E. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
 - F. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
 - G. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be

used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.

H. **Final Completion**. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

- 11.7. **Employment with Public Agency**. ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law**. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor**. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
- 11.10. **Marginal Headings; Captions**. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.11. **Non-Assignment**. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT

- firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. **Permits/Licenses**. ARCHITECT and all ARCHITECT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications**. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14. **Communications** between the parties shall be sent to the following addresses:
- | | |
|--|--|
| DISTRICT | ARCHITECT |
| Parker Davis | Robert M. Simons |
| Assistant Director of Facilities, | Partner & President |
| Capital Outlay Projects | SVA Architects, Inc. |
| South Orange County | 3 MacArthur Place, Suite 850 |
| Community College District | Santa Ana, CA 92707 |
| 28000 Marguerite Parkway | bsimons@sva-architects.com |
| Mission Viejo, CA 92692 | |
| Pdavis7@ivc.edu | |
| COPY | |
| Dr. Debra L. Fitzsimons | |
| Vice Chancellor, Business Services | |
| South Orange County | |
| Community College District | |
| 28000 Marguerite Parkway | |
| Mission Viejo, CA 92692 | |
| dfitzsimons@socccd.edu | |
- 11.15. **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 11.16. **Entire Agreement/Amendment**. This AGREEMENT and any attachments attached hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

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

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

ARCHITECT
SVA Architects, Inc.

DISTRICT
South Orange County Community College District

Robert M. Simons
Partner & President

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Criteria for Billing Extra Work

ATTACHMENT A - CRITERIA AND BILLING FOR EXTRA WORK

- A. The following extra services to this Agreement shall be performed by ARCHITECT if needed and requested by the DISTRICT.
1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
 2. Providing services required because of significant documented changes in the Project initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
 3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
 4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
 5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
 6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the Project.
- B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon

changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the ARCHITECT and each sub-consultant involved in the Project.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Partner	\$295.00
Principal	\$275.00
Sr. Project Architect / Manager	\$250.00
Project Designer	\$225.00
Project Architect / Manager	\$225.00
Project Designer	\$225.00
Job Captain	\$185.00
Intm. Designer / Draftsman	\$135.00
Jr. Designer / Draftsman	\$110.00
Administrative Staff	\$85.00

Mechanical and Electrical Engineers **

Principal	\$240.00
Department Director	\$220.00
Sr. Associate	\$220.00
Associate	\$200.00
Project Manager / Sr. System Engineer	\$160-180
Engineer / Assistant System Engineer	\$140.00
Designer / Systems Designer	\$120.00
BIM Specialist	\$110.00
BIM Generalist	\$90.00
Project Coordinator	\$100.00

Acoustical Engineering Services **

Principal Consultant	\$220.00
Senior Consultant	\$195.00
Consultant	\$150.00

Theatrical and Lighting Specialist**

Principal Design Consultant	\$190.00
Principal Theatre Consultant	\$170.00
Associate Principal Theatre Consultant	\$160.00
Senior Theatre Systems Designer	\$130.00
Designer	\$110.00
Assistant Designer	\$100.00

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

Item Submitted By: *Denise Whittaker, Acting President, Saddleback College*
Dr. Glenn R. Roquemore, President, Irvine Valley College

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

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

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>
5/24/18	Commencement 2018 Anissa Heard-Johnson	Dr. Tyrone Howard	Commencement Keynote Speaker	\$2,000 ASIVC Funds

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College: Revised Curriculum for the 2017-2018 Academic Year

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes revisions to the curriculum of the College for the 2017-2018 academic year. Exhibit A includes revised programs. The 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 2017-18 academic year at Saddleback College as listed in Exhibit A.

SADDLEBACK COLLEGE
REVISED PROGRAM
ACADEMIC YEAR 2017-2018

EXHIBIT A
Page 1 of 6

CURRENT

**Accrediting Commission for Education in Nursing (ACEN),
formerly the Accredited National
League for Nursing Accrediting Commission (NLNAC)**

PURPOSES OF THE PROGRAM IN NURSING

~~The purposes of this program in Nursing are to provide the education necessary to develop competent practitioners in nursing and to provide a base for the continuing development of the student as an individual.~~

ENROLLMENT PROCEDURES

~~Procedures for applying to the Nursing program and application packets are available in the Health Sciences and Human Services division office and on the division website. Prospective nursing students are encouraged to attend an RN Information Session. (See the Nursing website).~~

In order to apply, a student must complete BIO 11* (Anatomy), BIO 12* (Physiology), BIO 15* (Microbiology), and ENG 1A* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12* (Physiology) must have been completed within the past seven years.

~~Note: Students will be admitted based on the total number of points they receive on the admission criteria. See the Nursing website for details about the point distribution.~~ The admission criteria includes: previous academic degrees, work experience/certificates, GPA in the science prerequisites, completion of relevant course work towards the ADN degree, life experience, proficiency/course work in a second language, ATI-TEAS testing scores.

~~Applications will be taken each semester for approximately a two week period at the end of June (for Spring admission) and a two week period at the end of February (for Fall admission).~~

~~Students qualified for application will be ranked according to their total points achieved on all of the admission criteria. Those with the highest scores will be admitted.~~

The Nursing Program at Saddleback College is an impacted program, therefore students who hold F-1 (student visas) will not be considered for admission to the Nursing Program.

Students may use the following resources to obtain information or to seek clarification regarding nursing issues:

California Board of Registered Nursing
P. O. Box 94210
Sacramento, CA 94244
916-322-3350

Accrediting Commission for Education in Nursing, Inc.
3343 Peachtree Road, NE, Suite 850
Atlanta, Georgia 30326
404-975-5000

Registered Nurse Certificate Program

Every required prerequisite and core class must be completed with a "C" or better.

Course ID	Title	Units
Required prerequisites prior to Nursing Clinical Sequence:		
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4
BIO 15*	General Microbiology	5
ENG 1A*	Principles of Composition I	4
Total		17

Eligible for Entry into Nursing Clinical Sequence

Semester I:

N 165*	Lifecycle I: Fundamentals of Aging	1.5
N 160*	Pharmacology for Nursing	2.5
N 170*#	Nursing Process	3.25
N 170*#	Nursing Process Lab	4.5
N 171*#	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
Total		14.75

Semester II:

N 161	Lifecycle 2: Growth and Development	1.5
N 172*#	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5.25
PSYC 1	Introduction to Psychology	3
Total		13.25

Semester III:

N 173*#	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*#	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
Total		7

Semester IV:

N 176*#	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
SP 1	Communication Fundamentals	3
or		
SP 5	Interpersonal Communication	
Total		11

Total Units Registered Nursing Certificate

63

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

Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.

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.

Licensed Vocational Nurse (LVN) to Registered Nurse (RN) Advanced Placement Option

The Nursing program is designed to provide a system by which vocational nurses can continue their education and become eligible to write the State Board Exam. Procedures for application and admission packets are available in the offices of the Division of Health Sciences and Human Services. Students are admitted from a wait list.

Admission of LVNs to the Nursing program is on a space available basis. To be placed on the wait list requires:

1. Proof of satisfactory completion of an accredited VN program or a current California VN license.
2. Completion of all the core science courses: BIO 11*, 12*, 15*, and ENG 1A* or equivalent, with a grade of "C" or better.
3. Completion of N 162* (lecture), N 162* (lab), and N 164* with a grade of "C" or better within a maximum of two years of program entry.
4. Completion of matriculation testing.
5. Attendance at "LVN to RN" guidance session.
6. Overall GPA of 2.5 in prerequisite courses.
7. Application submitted with Director/Assistant Director of Nursing.
8. Completion of standardized Pre Admission test validates by CEECO at or above designated cut scores.
9. Proof of completion of a minimum of one (1) year of direct patient care.

Consideration will be given to each applicant's prior education in determining placement into the program. All classes are challengeable. Every required prerequisite and core class must be completed with a "C" or better.

Students admitted under the Advanced Placement Option are eligible for either the Registered Nurse Certificate or Associate in Science Degree upon completion of program requirements.

SADDLEBACK COLLEGE
REVISED PROGRAM
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REVISED Nursing

The Nursing Program at Saddleback College offers a curriculum that qualifies the graduate to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN). The program provides graduates with the education necessary to become competent entry level registered nurses, to obtain employment in a variety of settings, and to provide quality patient centered care.

ENROLLMENT PROCEDURES

In order to apply, a student must complete BIO 11* (Anatomy), BIO 12* (Physiology), BIO 15* (Microbiology), and ENG 1A* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12* (Physiology) must have been completed within the past seven year. **Every required prerequisite and core class must be completed with a "C" or better.**

Students qualified for application will be ranked according to their total points achieved on all of the admission criteria. Those with the highest total points will be admitted. The admission criteria includes: previous academic degrees, work experience/certificates, GPA in the science prerequisites, completion of relevant course work towards the ADN degree, life experience, proficiency/course work in a second language, ATI-TEAS testing scores.

Applications will be taken each semester for approximately a two week period at the beginning of February (for fall admission) and the beginning of September (for spring admission). Procedures for applying to the Nursing program and application packets are available in the Health Sciences and Human Services division office and on the Nursing Program website. Prospective nursing students are encouraged to attend an RN Information Session.

The Nursing Program at Saddleback College is an impacted program, therefore students who hold F-1 (student visas) will not be considered for admission to the Nursing Program.

The program is approved by the California Board of Registered Nursing (BRN) and accredited by the Accreditation Commission for Education in Nursing (ACEN).

California Board of Registered Nursing
P. O. Box 944210
Sacramento, CA 94244
916-322-3350 or <http://www.rm.ca.gov>

Accrediting Commission for Education in Nursing, Inc.
3343 Peachtree Road, NE, Suite 850
Atlanta, Georgia 30326
404-975-5000 or www.acenursing.org

Registered Nurse Certificate of Achievement

The Nursing Program offers evidence based theory and clinical nursing courses that build upon a foundation of biological, psychological, and social sciences, as well as communication skills, and critical thinking, to prepare competent entry level professional registered nurses. The Nursing Program focuses on a strong medical surgical foundation, and the application of nursing process across the lifespan in a variety of healthcare settings to deliver high quality health care. Leadership skills and lifelong learning are emphasized as the student nurse takes on the role of the professional RN.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Demonstrate sufficient preparation to pass the NCLEX upon first attempt.**
- **Promote and maintain a safe environment by integrating current evidence-based practice, the nursing process, and skill competency to deliver quality health care.**
- **Demonstrate the knowledge, skills, and attitudes required of the professional nurse as defined by the California Nurse Practice Act and standards of nursing practice.**

Course ID	Title	Units
Required prerequisites prior to Nursing Clinical Sequence:		
BIO 11*	Human Anatomy	4
BIO 15*	General Microbiology	5
BIO 12*/***	Human Physiology	4
ENG 1A*/****	Principles of Composition I	4
Or		
ENG 1AH*/****	Honors Principles of Composition I	4
Total Prerequisite Units:		17

Eligible for Entry into Nursing Clinical Sequence

Semester I:		
N 160*/**	Pharmacology for Nursing	3
N 165**	Lifecycle I: Fundamentals of Aging	1.5
N 170*	Nursing Process	3
N 170*#	Nursing Process Lab	4.5
N 171*	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
Total Units for the Semester:		15

Semester II:		
PSYC 1**	Introduction to Psychology	3
Or		
PSYC 1H **	Honors Introduction to Psychology	3
N 161**	Lifecycle 2: Growth and Development	1.5
N 172*	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5
Total Units for the Semester:		13

Semester III:		
N 173*	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
Total Units for the Semester:		7

Semester IV:		
SP 1**	Communication Fundamentals	3
Or		
SP 1H**	Honors Communication Fundamentals	3
Or		
SP 5**	Interpersonal Communication	3
N 176*	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
Total Units for the Semester:		11

Total Units for the Certificate: 63

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

** Courses can be taken prior to entry into the program

*** Human Physiology must have been completed within the last 7 years

**** Freshman Composition 3-unit equivalent course will be accepted

Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.

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CURRENT

~~Accrediting Commission for Education in Nursing (ACEN),
formerly the Accredited National
League for Nursing Accrediting Commission (NLNAC)~~

PURPOSES OF THE PROGRAM IN NURSING

~~The purposes of this program in Nursing are to provide the education necessary to develop competent practitioners in nursing and to provide a base for the continuing development of the student as an individual.~~

ENROLLMENT PROCEDURES

~~Procedures for applying to the Nursing program and application packets are available in the Health Sciences and Human Services division office and on the division website. Prospective nursing students are encouraged to attend an RN Information Session. (See the Nursing website).~~

In order to apply, a student must complete BIO 11* (Anatomy), BIO 12* (Physiology), BIO 15* (Microbiology), and ENG 1A* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12* (Physiology) must have been completed within the past seven years.

~~Note: Students will be admitted based on the total number of points they receive on the admission criteria. See the Nursing website for details about the point distribution.~~ The admission criteria includes: previous academic degrees, work experience/certificates, GPA in the science prerequisites, completion of relevant course work towards the ADN degree, life experience, proficiency/course work in a second language, ATI-TEAS testing scores.

Applications will be taken each semester for approximately a two week period at the end of June (for Spring admission) and a two week period at the end of February (for Fall admission).

~~Students qualified for application will be ranked according to their total points achieved on all of the admission criteria. Those with the highest scores will be admitted.~~

The Nursing Program at Saddleback College is an impacted program, therefore students who hold F-1 (student visas) will not be considered for admission to the Nursing Program.

~~Students may use the following resources to obtain information or to seek clarification regarding nursing issues:~~

California Board of Registered Nursing
P. O. Box 944210
Sacramento, CA 94244
916-322-3350

Accrediting Commission for Education in Nursing, Inc.
3343 Peachtree Road, NE, Suite 850
Atlanta, Georgia 30326
404-975-5000

Nursing Associate Degree Program

Every required prerequisite and core class must be completed with a "C" or better.

Course ID	Title	Units
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Required prerequisites prior to Nursing Clinical Sequence:

BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4
BIO 15*	General Microbiology	5
ENG 1A*	Principles of Composition I	4

Total	17
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Eligible for Entry into Nursing Clinical Sequence

Semester I:

N 165*	Lifecycle I: Fundamentals of Aging	1.5
N 160*	Pharmacology for Nursing	2.5
N 170*#	Nursing Process	3.25
N 170*#	Nursing Process Lab	4.50
N 171*#	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
Total		14.75

Semester II:

N 161	Lifecycle 2: Growth and Development	1.5
N 172*#	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5.25
PSYC 1	Introduction to Psychology	3
Total		13.25

Semester III:

N 173*#	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*#	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
Total		7

Semester IV:

N 176*#	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
SP 1	Communication Fundamentals	
or		3
SP 5	Interpersonal Communication	
Total		11

Total Units Registered Nursing Certificate	63
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*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.

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
REVISED PROGRAM
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**REVISED
Nursing**

The Nursing Program at Saddleback College offers a curriculum that qualifies the graduate to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN). The program provides graduates with the education necessary to become competent entry level registered nurses, to obtain employment in a variety of settings, and to provide quality patient centered care.

ENROLLMENT PROCEDURES

In order to apply, a student must complete BIO 11* (Anatomy), BIO 12* (Physiology), BIO 15* (Microbiology), and ENG 1A* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12* (Physiology) must have been completed within the past seven years. Every required prerequisite and core class must be completed with a "C" or better.

Students qualified for application will be ranked according to their total points achieved on all of the admission criteria. Those with the highest scores will be admitted. The admission criteria includes: previous academic degrees, work experience/certificates, GPA in the science prerequisites, completion of relevant course work towards the ADN degree, life experience, proficiency/course work in a second language, ATI-TEAS testing scores.

Applications will be taken each semester for approximately a two week period at the beginning of **February (for fall admission) and the beginning of September (for spring admission).** Procedures for applying to the Nursing program and applications packets are available in the Health Sciences and Human Services division office and on the Nursing program website. Prospective nursing students are encouraged to attend an RN Information Session.

The Nursing Program at Saddleback College is an impacted program, therefore students who hold F-1 (student visas) will not be considered for admission to the Nursing Program.

The program is approved by the California Board of Registered Nursing (BRN) and accredited by the Accreditation Commission for Education in Nursing (ACEN).

California Board of Registered Nursing
P. O. Box 944210
Sacramento, CA 94244
916-322-3350 or <http://www.rn.ca.gov>

Accrediting Commission for Education in Nursing, Inc.
3343 Peachtree Road, NE, Suite 850
Atlanta, Georgia 30326
404-975-5000 or www.acenursing.org

Registered Nurse Associate in Science Degree

The Nursing Program offers evidence based theory and clinical nursing courses that build upon a foundation of biological, psychological, and social sciences, as well as communication skills, and critical thinking, to prepare competent entry level professional registered nurses. The ADN Program focuses on a strong medical surgical foundation, and the application of nursing process across the lifespan in a variety of healthcare settings to deliver high quality health care. Leadership skills and lifelong learning are emphasized as the nurse takes on the role of the professional RN.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate sufficient preparation to pass the NCLEX upon first attempt.
- Promote and maintain a safe environment by integrating current evidence-based practice, the nursing process, and skill competency to deliver quality health care.
- Demonstrate the knowledge, skills, and attitudes required of the professional nurse as defined by the California Nurse Practice Act and standards of nursing practice.

Course ID	Title	Units
Required prerequisites prior to Nursing Clinical Sequence:		
BIO 11*	Human Anatomy	4
BIO 15*	General Microbiology	5
BIO 12*/***	Human Physiology	4
ENG 1A*/****	Principles of Composition I	4
Or		
ENG 1AH*/****	Honors Principles of Composition I	4
Total Prerequisite Units:		17

Eligible for Entry into Nursing Clinical Sequence

Semester I:		
N 160*/**	Pharmacology for Nursing	3
N 165**	Lifecycle I: Fundamentals of Aging	1.5
N 170*	Nursing Process	3
N 170*#	Nursing Process Lab	4.5
N 171*	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
Total Units for the Semester:		15

Semester II:		
PSYC 1**	Introduction to Psychology	3
Or		
PSYC 1H **	Honors Introduction to Psychology	3
N 161**	Lifecycle 2: Growth and Development	1.5
N 172*	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5
Total Units for the Semester:		13

Semester III:		
N 173*	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
Total Units for the Semester:		7

Semester IV:		
SP 1**	Communication Fundamentals	3
Or		
SP 1H**	Honors Communication Fundamentals	3
Or		
SP 5**	Interpersonal Communication	3
N 176*	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
Total Units for the Semester:		11

Total Units for the Major: 63

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

**** Courses can be taken prior to entry into the program**

***** Human Physiology must have been completed within the last 7 years**

****** Freshman Composition 3-unit equivalent course will be accepted**

Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.

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
REVISED PROGRAM
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EXHIBIT A
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Current Associate in Arts Degree in Anthropology for Transfer

The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Anthropology for Transfer degree by providing the necessary breadth in the field and, an introduction to the methods used. Students who complete the Associate in Arts Degree in Anthropology for Transfer 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.

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 of the undertaking of biological, ethnographic, linguistic, and/or archaeological research.
- 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.

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

1. Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following.
 - (A) The Intersegmental General Education Transfer Curriculum (IGETC) or the California State University General Education – Breadth Requirements.
 - (B) A minimum of 18 semester units or 27 quarter units in a major or area of emphasis as determined by the community college district.

(C) Students must earn a C or better in all courses required for the major or area of emphasis. A "P" (Pass) grade is not an acceptable grade for courses in the major.

2. Obtainment of a minimum grade point average of 2.0

Required Core

ANTH 2	Cultural Anthropology	3
ANTH 1	Biological Anthropology	3
ANTH 9	Introduction to Archaeology	3

Group A: Select one of the following courses (3 units)

ANTH 3*	Culture and Language	3
ANTH 13	Magic, Witchcraft, and Religion	3

Group B: Select one of the following courses or any course from Group A not already used (3-4 units)

BIO 11*	Human Anatomy	4
GEOL 20	Introduction to Earth Science	4
GEOL 23	Environmental Geology	4

Group C: Select from the courses below or any course from Group A or Group B not already used (3-4 units)

ANTH 11*	Biological Anthropology Laboratory	1
ANTH 4	Native American Indian Cultures	3
ANTH 5	Anthropology of Latin America: Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 7	Indians 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 21	Women, Gender, and Culture: Cross-Cultural Perspectives	3
ANTH 100*	Forensic Anthropology	3
ES 3	Introduction to Chicana/o and Latina/o Cultures	3

Total Units for the Major 18-20

General Education (CSU GE or IGETC) 37-39

Additional CSU transferable electives may be needed to meet the 60 unit requirement for AD-T degrees

Total Degree Units 60

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

SADDLEBACK COLLEGE
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EXHIBIT A
Page 6 of 6

Revised Associate in Arts in Anthropology for Transfer

The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Anthropology for Transfer degree by providing the necessary breadth in the field and, an introduction to the methods used. Students who complete the Associate in Arts in Anthropology for Transfer 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.

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 of the undertaking of biological, ethnographic, linguistic, and/or archaeological research.
- 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.

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

1. Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following.

(A) The Intersegmental General Education Transfer Curriculum (IGETC) or the California State University General Education – Breadth Requirements.

(B) A minimum of 18 semester units or 27 quarter units in a major or area of emphasis as determined by the community college district.

(C) Students must earn a C or better in all courses required for the major or area of emphasis. A "P" (Pass) grade is not an acceptable grade for courses in the major.

2. Obtainment of a minimum grade point average of 2.0

Required Core

ANTH 1	Biological Anthropology	3
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Or

ANTH 1H	Honors Biological Anthropology	3
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ANTH 2	Cultural Anthropology	3
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Or

ANTH 2H	Cultural Anthropology	3
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ANTH 9	Introduction to Archaeology	3
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Group A: Select one of the following courses (3 units)

ANTH 3*	Culture and Language	3
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ANTH 13	Magic, Witchcraft, and Religion	3
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Group B: Select one of the following courses or any course from Group A not already used (3-4 units)

BIO 11*	Human Anatomy	4
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GEOL 1	Introduction to Physical Geology	4
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GEOL 20	Introduction to Earth Science	4
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GEOL 23	Environmental Geology	4
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Group C: Select from the courses below or any course from Group A or Group B not already used (3-4 units)

ANTH 4	Native American Indian Cultures	3
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ANTH 5	Anthropology of Latin America: Culture, Identity, and Power	3
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ANTH 6*	Global Issues in Anthropological Perspective	3
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ANTH 7	Indians of Southern California	3
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ANTH 8	World Prehistory	3
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ANTH 10	Celtic Cultures	3
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ANTH 14	Introduction to Visual Culture	3
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ANTH 15	The World of Primates	3
---------	-----------------------	---

ANTH 17	The Biological Evolution of Human Nature	3
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ANTH 19*	Forensic Anthropology	3
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ANTH 21	Women, Gender, and Culture: Cross-Cultural Perspectives	3
---------	---	---

ES 1	Multicultural Experiences in the United States	3
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ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3
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Total Units for the Major		18-20
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General Education (CSU GE or IGETC)		37-39
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Additional CSU transferable electives may be needed to meet the 60 unit requirement for AD-T degrees

Total Degree Units 60

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Communication Arts Renovation Project, KSBR Radio Station Remodel Project Bid No. 2056, Notice of Completion, Patriot Contracting and Engineering, Inc.

ACTION: Approval

BACKGROUND

On January 23, 2017 the Board of Trustees approved a \$1,294,000 construction contract with Patriot Contracting and Engineering, Inc. for the Saddleback College Communication Arts Renovation Project, KSBR Radio Station Remodel project, Bid No. 2056.

STATUS

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the Saddleback College Communication Arts Renovation Project, KSBR Radio Station Remodel Project.

Basic Aid funds were used from the approved project budget of \$3,839,073.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for Saddleback College Communication Arts Renovation Project, KSBR Radio Station Remodel Project to Patriot Contracting and Engineering, Inc. for a final contract amount of \$1,294,000. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: COMMUNICATION ARTS RENOVATION PROJECT, KSBR RADIO STATION REMODEL PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 24TH day of January 2017, which contract was made with PATRIOT CONTRACTING AND ENGINEERING, INC., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 21st day of August 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 UNITED FIRE AND CASUALTY COMPANY, IOWA; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____ Dated _____
Debra L. Fitzsimons
Interim Chancellor

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Debra L. Fitzsimons
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Technology & Applied Science Swing Space II Project, Notice of Completion, Glenn Chavez Construction

ACTION: Approval

BACKGROUND

On July 17, 2017, the Board of Trustees ratified a \$68,990 construction agreement with Glenn Chavez Construction, for the Technology and Applied Science (TAS) Swing Space II project. Change Order No. 1 was previously approved equaling \$6,899 for a final contract value of \$75,889.

STATUS

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the TAS Swing Space II project.

Funds were used from the approved basic aid project budget of \$10,250,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Technology and Applied Science (TAS) Swing Space II project to Glenn Chavez Construction, with a final contract amount of \$75,889. It is also recommended that the Board authorize the release of retention 35 days after the filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE II project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 9th day of June 2017, which contract was made with GLENN CHAVEZ CONSTRUCTION, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 21st day of August 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 ARGONAUT INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

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

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

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

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Architectural Services, IBI Group, Inc.

ACTION: Approval

BACKGROUND

In 2012, California voters passed Proposition 39, the California Clean Energy Job Act, funding energy-efficient projects for the California Community College system. Saddleback College has identified the Interior LED Lighting and Controls Retrofit project to be eligible for Proposition 39 funding.

STATUS

On February 16, 2017, a request for bid proposals was issued to eight firms in the architectural services pool for the Saddleback College Interior LED Lighting and Controls project. Two firms attended the mandatory pre-proposal conference and two proposals were received. Members of the district and college facilities departments evaluated the proposals. Based on a combination of technical merit and total cost, the committee recommends to award the IBI Group, Inc., Irvine, CA (EXHIBIT A), for an amount not to exceed \$109,966.

The Saddleback College Interior LED Lighting and Controls Retrofit project is estimated at \$1,367,407. Funds for the project are available through Proposition 39 funding of \$937,966 and supplemented with Saddleback College Scheduled Maintenance general funds.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement (EXHIBIT B) for architectural services for the Saddleback College Interior LED Lighting and Controls Retrofit project with IBI Group, Inc. in an amount not to exceed \$109,966.

**Proposals for Interior LED Lighting and Controls Retrofit Project,
Architectural Services
Saddleback College**

August 21, 2017

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
R2A Architecture	Costa Mesa, CA	Etienne Runge
*IBI Group, Inc.	Irvine, CA	Thomas Moore

***Recommended Firm**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT INTERIOR LED LIGHTING AND CONTROLS RETROFIT PROJECT SADDLEBACK COLLEGE

IBI GROUP, INC.

EFFECTIVE DATES: AUGUST 21, 2017 THROUGH JULY 20, 2019

This AGREEMENT is made and entered into this 21st day of August in the year 2017 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and IBI Group, Inc., 18401 Von Karman Avenue Suite 110, Irvine, CA 92612 hereinafter referred to as "ARCHITECT". DISTRICT and ARCHITECT are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, DISTRICT desires to obtain architectural services for Saddleback College Interior LED Lighting and Controls Retrofit project more fully defined per Attachment C, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** ARCHITECT shall provide the Services and authorized Additional Services using its 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 Danny Chan as junior project manager and senior draftsman, as well as consultants Robert J. Rogers as electrical engineering principal project director and Stephen R. Zajicek as electrical engineer of

record. The ARCHITECT shall designate Thomas R. More as Project Executive, and a management team of Robert J. Rogers as electrical engineering principal project director and Stephen R. Zajicek as electrical engineer of record. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT'S firm that will be associated with the PROJECT.

- 1.4. **Replacement of Key Individual**. If the designated PROJECT manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A PROJECT manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of Architect to Other PROJECT Participants**. ARCHITECT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. 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 ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A – Proposal. The language in the Articles of this AGREEMENT takes precedence, in the event of a discrepancy between the Articles of this AGREEMENT and the language contained in Attachment A.

The ARCHITECT'S services include engineering and design services to retrofit the existing fluorescent lighting to LED lighting and new controls in various buildings, as well as all electrical, engineering services, and fixture and equipment consultation services and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.

- a. Coordination Efforts. The ARCHITECT will will provide coordination with all consulting engineers as well as DISTRICT and its consultants or shared governance groups. They will also design and provide and exceed mandated lighting levels as it pertains to egress and ADA concerns.
 - b. Utility Design. Utility design will involve complete electrical distribution for new work including single line diagrams for high and low voltage electrical, data and controls. Power and data will come from the location at the central plant, Learning Resources Center and other campus locations. There will be no need to design additional plumbing, mechanical, and landscaping.
 - c. Fire Alarm. Fire alarm programming will occur through college's consultant, and will not be a component of this PROJECT.
- 2.2. Coordination of Others. The ARCHITECT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. 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.
- 2.4. Existing Conditions. The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.5. Non Responsibility. ARCHITECT and ARCHITECT'S consultants shall have no responsibility for:
- a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - b. Ground contamination
 - c. Environmental Impact Report/CEQA declarations
 - d. Historical significance report
 - e. Soils Investigation/Geotechnical Hazard Report
 - f. Topographical survey
- 2.6. Design Phase.
- a. Participate in a general PROJECT kick-off meeting to include the ARCHITECT'S sub-consultants, and DISTRICT staff.
 - b. After Programming and before beginning Schematic Design, the PROJECT, the ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the construction cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

- c. Based on the approved preliminary documents outlining the scope of work and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- d. ARCHITECT must respond to/incorporate constructability comments during the construction document phases.
- e. Final documents shall include:
 - 1. Architectural:
 - i. Drawings and required backgrounds for consultants
 - 2. Structural:
 - i. Structural floor plans and sections with detailing completed.
 - ii. Structural calculations completed.
 - 3. Mechanical:
 - i. Not used
 - 4. Electrical:
 - i. Lighting and power plan including all switching and controls.
 - ii. Complete electrical distribution including a single line diagram indicating final location of data, switchboards, communications, controls; (high and low voltage) panels, transformers and emergency generators connections.
 - iii. All electrical equipment schedules completed.
 - iv. All technology distribution system completed from existing vault to owner furnished constructor installed IDF/patch panels and new data drops at locations coordinated between College and ARCHITECT.
 - v. All low voltage distribution system completed from nearest point of connection at existing nearest buildings, vaults or other terminal cabinets as coordinated between the ARCHITECT and the College.
 - 5. Civil: Not used
 - 6. Landscape: Not used
 - 7. Probable Cost: Update and refine the probable cost. Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups shall be identified as a separate line item. Soft cost including estimated CM fee and general conditions shall be listed separately.
 - 8. Specifications:

- i. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
 - ii. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the DISTRICT as necessary to meet maintenance requirements.
- 9. Final contract documents shall consist of the following:
 - i. Drawings: All drawings with ARCHITECT/sub-consultant's State license stamp and DSA stamp.
 - ii. Specifications: Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.
 - iii. Completely coordinated sub-consultant's work.
- 2.7. **Coordination for Government Authorities.** The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT'S assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all subconsultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.
- 2.8. **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.
- 2.9. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT (Attachment B). ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this AGREEMENT.

ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

- 2.10. **Utility Design.** Not used
- 2.11. **Fire Alarm.** Fire alarm programming will not be a component of this PROJECT.
- 2.12. **Written Understanding.** The ARCHITECT and the DISTRICT have discussed the needs and the requirements of the PROJECT and have arrived at a mutual written understanding of such needs and requirements as identified in this contract will form the basis for the PROJECT Scope of Services.
- 2.13. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.14. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.15. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.
 - a. During the Schematic Design, and Design Development construction cost shall be determined by the DISTRICT'S budget for the PROJECT. Construction costs will be assessed during the Design Development phase. At the DISTRICT'S discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.
 - b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
 - c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
 - d. Construction costs are considered hard PROJECT costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT'S consultants, or other costs which are the responsibility of the DISTRICT.
 - e. The ARCHITECT'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT'S best judgment as a professional familiar with the construction industry.
 - f. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within

ninety (90) days after the ARCHITECT submits the DSA stamped set of Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

- g. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:
 - 1. give written approval of an increase of such fixed limit;
 - 2. authorize rebidding of the PROJECT within a reasonable time;
 - 3. if the PROJECT is abandoned, terminate it in accordance this AGREEMENT; or
 - 4. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- 2.16. **CAD.** The ARCHITECT and their consultant shall employ CAD drawings or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. The ARCHITECT will be responsible to manage the CAD model documents from the PROJECT start to finish.
- a. The ARCHITECT shall establish protocols for:
 - 1. Information sharing and saving
 - 2. Coordination
 - b. The ARCHITECT shall:
 - 1. Facilitate collection of sub-consultants model information
 - 2. Maintain record copies of all model files
 - 3. Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as pdf files
 - 4. Assist sub consultants with meeting all requirements
 - c. The ARCHITECT shall be responsible to archive model as a complete bid set and provide same to DISTRICT in pdf format.
 - d. The ARCHITECT and their sub-consultants shall use the following criteria for model development:
 - 1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non geometric information may be attached to the modeled elements.
 - 2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements.

3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.
 4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
 5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.
- e. The ARCHITECT shall allow access to the documents during both bid and construction.
- 2.17. **Sustainability**. Not Used
- 2.18. **Building Codes**. The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this PROJECT. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- 2.19. **Coordination for Geological Report**. Not Used
- 2.20. **Bid Prep**. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
- 2.21. **Bid Marketing**. The ARCHITECT, following the DISTRICT'S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.22. **Over-Budget at Bid**. If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.
- 2.23. **FFE Selection and Procurement**. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 2.24. **Construction Administration**. The ARCHITECT shall provide administration of the construction contract. The ARCHITECT'S responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.

- 2.25. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.26. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.27. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.28. **District Representative.** The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.29. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.30. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.31. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.

- 2.32. **Reject Work.** The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.33. **Change Orders.** The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the PROJECT. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.34. **Claim Evaluation.** The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.35. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
- 2.36. **Record Drawings.** ARCHITECT shall prepare a set of CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.37. **Punch List.** The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out of the PROJECT with the Division of the State Architect.
- a. ARCHITECT shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - b. ARCHITECT shall coordinate with the Contractor and the Inspector of Record to obtain DSA PROJECT close out.

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

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

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

3.3. **Construction Administration Add Service.** If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described herein. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated

therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

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.** The construction time frame is anticipated for 11 months. Services under this AGREEMENT shall be diligently performed by the ARCHITECT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of July 20, 2019. The ARCHITECT'S contract terminates at completion of the warranty walk.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions. The term may be extended due to construction delay other than those delays caused by ARCHITECT'S actions.
- 4.4. **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.
- 4.5. **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 consultants who are directly employed by the DISTRICT.

- c. The ARCHITECT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section below, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
 - d. **Professional Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT
- 5.2. **Purchase and Maintain Insurance.** ARCHITECT shall purchase and maintain PROJECT specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. **Statutory Workers' Compensation and Employers' Liability.** ARCHITECT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which ARCHITECT may be liable. ARCHITECT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by ARCHITECT. The Employer's Liability Insurance required of ARCHITECT hereunder may be obtained by ARCHITECT as a separate policy of insurance or as an additional coverage under the

Worker's Compensation Insurance required to be obtained and maintained by ARCHITECT hereunder.

- b. **Comprehensive general and auto liability.** ARCHITECT shall purchase and maintain Commercial General Liability and Property Insurance as will protect ARCHITECT from the types of claims set forth below which may arise out of or result from ARCHITECT'S services under this AGREEMENT and for which ARCHITECT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than ARCHITECT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by ARCHITECT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to ARCHITECT'S obligations under this AGREEMENT; and (vi) for completed operations.

Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence and \$2,000,000 in the aggregate, 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 per occurrence and \$2,000,000 in the aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five 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 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 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	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
General and Auto Liability	

ARTICLE 6 COMPENSATION TO THE ARCHITECT

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

a.	Schematic Design Phase	10% of fee \$10,995.70
b.	Design Development Phase	25% of fee \$27,498.25
c.	Construction Document Phase	35% of fee \$38,484.95
d.	Bidding Phase	5% of fee \$5,497.85
e.	Construction Phase	15% of fee \$16,493.55
f.	Close Out Phase	5% of fee \$5,497.85

g. Reimbursable Cost 5% of fee \$5,497.85

TOTAL \$109,966.00

- 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.
- 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. Services are to be invoiced in equal monthly amounts for Construction Phase assuming anticipated construction duration.
- 6.4. **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.
- 6.5. **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 necessary for the completion of the contract requirements), postage and

handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.

- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT'S Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the ARCHITECT, the ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - g. For additional services of ARCHITECTS, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.
- 6.6. **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.
- 6.7. **District Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the ARCHITECT or any Contractor.
- 6.8. **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.
- 6.9. **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.
- 6.10. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another PROJECT constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this AGREEMENT using CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon Project completion, a reviewed set of the As-built documents including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except ARCHITECT shall distribute copies of his reports to DSA and other Parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Documentation.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

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 AND ARBITRATION

- 9.1. **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.
- 9.2. **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.
- 9.3. **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.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the ARCHITECT, the DISTRICT Representative is:
- Louis Sessler, Facilities Maintenance & Energy Projects Manager**
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the 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. **PROJECT Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.

- 10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT'S obligations under this AGREEMENT.
- 10.7. **District Notification.** The DISTRICT shall give prompt written notice to the ENGINEER 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 ENGINEER of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.8. **Tests/Inspections.** The DISTRICT shall: (a) assign or retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the ENGINEER include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

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 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**. 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:

DISTRICT

Louis Sessler
Facilities Maintenance & Energy PM
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
lssessler@saddleback.edu

ARCHITECT

Thomas Moore
Principle
IBI Group, Inc.

18401 Von Karman Ave. Suite 110
Irvine, CA 92612
tmoore@ibigroup.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 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.

11.17. **Definitions -**

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

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

ARCHITECT

DISTRICT

IBI Group, Inc.

South Orange County Community College District

Thomas Moore
Principle

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Proposal

Attachment B Criteria for Billing Extra Work

[Click here to enter text.](#)



20 March 2017

Mr. Louis Sessler
Facilities Maintenance/Energy Projects Manager
Saddleback College
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692

Dear Mr. Sessler:

***SADDLEBACK COLLEGE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
INTERIOR LED LIGHTING AND CONTROLS RETROFIT***

PROPOSAL

IBI GROUP, in conjunction with our Electrical Engineering and Lighting Consultant, FBA Engineering, is pleased to submit our proposal for the architectural and engineering services for the Interior LED Lighting and Controls Retrofit for four (4) buildings, the SSC, BGS, AGB and HS buildings at Saddleback College in Mission Viejo. The retrofit scope of work involves the removal of the necessary components within the existing 2x2 and 2x4 lay-in type light fixtures, with the approved LED light fixture retrofit kit and lamps. In addition, a new controls system will be provided inclusive of all light fixtures providing for emergency lighting and connected to the existing building generators.

Our fee is a full-services fee for services to be provided from the Pre-Design Phase through construction and DSA certification and close-out, as applicable. Note that it is not known presently if the project will be required to be submitted to DSA for review and approval. Our lump sum fee reflects an Allowance if this should be the case. Depending on the final design and construction scope, the project may be eligible for exempt status under the provisions as outlined in DSA IR A-22. It is our understanding that this will be determined when the final construction/bid documents – plans and specifications – are completed and reviewed by the District and their Inspection Team. The intent of our proposal is to comply with the District's Agreement – Architectural Services.

SCOPE OF WORK:

1. Conduct physical condition survey of four (4) project buildings and all applicable interior spaces.
Note: Our proposal is based on the assumption that there will be no change to the existing suspended ceilings, HVAC system, fire and life safety systems (other than for providing emergency lighting), and any other scope beyond the LED lighting retrofit and new controls. Additionally, we are assuming there will be no changes required for the existing light fixtures support system, and that all existing lighting fixtures will remain and retrofitted. As relates to this

assumption, we have not included structural engineering services and/or supplementary supporting methods or structural calculations in our base fee; we are providing an allowance for this. Provide for minor patching and repair and new finishes, as required, for the installation of conduit/cabling, control devices and panels, and all other work as relates to the primary scope of this proposal.

2. Review of existing documents, reports and drawings of applicable project conditions as provided by District.
3. All field verification of existing T-8 fluorescent fixtures, fixture counts, fixture schedules and electrical circuiting. Engineering services to include complete architectural, electrical and seismic bracing, as required. Engineering and design for the LED retrofit lighting and controls will be provided.
4. Engineering services as required to produce plans and specifications for authorities having jurisdictions review (allowance), and for the awarded contractor to construct a complete and fully functional system with possible DSA oversight as required. This will also include detailed electrical, point-to-point wiring, and single-line system architecture of all line and low-voltage devices. All required written sequences of operations for all programming and scene development will be provided
5. Provide assessment and demolition plan, as required.
6. Produce design development drawings, construction drawings and specifications per District standards. Drawings will be produced in AutoCAD.
7. Coordination with the product manufacturers, SDG&E and NAM as required to verify conformance to the SDG&E rebate requirement and Proposition 39 program requirements including but not limited to product listings on the approved DLC lists. All form and document management and processing for SDG&E rebate programs, NAM program reviews and verifications as well as all Proposition 39 form development and processing will be provided.
8. Bid and Construction administration support services through a 3 month construction duration with an additional 2-week/2 meetings/site visits for punchlist and closeout.
9. Coordination with the Utility company for obtaining all available incentives.

ALLOWANCES

10. All required plan check services for all City, County and /or DSA submittals, back-check and approvals. Note: It is presumed in this proposal, and for the base fee, that no City, County or DSA reviews and approvals will be required.
11. Pursuant to the provisions as outlined in DSA IR A-22 submit for review and secure DSA Approval.
12. Upon award of contract, set up DSA Box for construction inspection and certification requirements. Oversee and co-manage, with District, construction activities and attend weekly construction meetings.
13. Coordinate with all parties for final DSA certification.

District Responsibilities:

1. Provide all available record documents and information as per Items 1 and 2 above. Provide access to the building and site for Architect and Engineer on-site reconnaissance.
2. Provide timely design and document review and acceptance to meet District schedule goals.
3. Compliance with California 4217 Government Code bidding, procurement and delivery requirements.
4. Construction Contract Award.
5. Procurement of services and coordination with IOR and Testing Lab for inspection and testing requirements as required.
6. Final communication and/or transference of documentation to DSA, as required, for project certification.
7. Cost estimating as required.

8. Contract Schedule through construction completion and closeout.

Schedule:

1. Sixty (60) consecutive calendar days (proposed design and production schedule): Project Kick-Off Meeting through Construction Documents completion. Overall project schedule to be finalized between District and IBI GROUP inclusive of Notice to Proceed (NTP) for the start of the design phase.
2. Ninety (90) consecutive calendar days: Construction and Project Acceptance.
3. DSA certification within 90 days after final Box upload of required documentation, as applicable.

Deliverables:

1. As defined in our Proposal and the District's standard Agreement – Architectural Services.

Proposed Fee:

The proposed base fee for the above work is **Ninety-Two Thousand Nine-Hundred Sixty-Three Dollars and No Cents (\$92,963.00)** and includes all reimbursable expenses identified as part of our basic services in the contract. We have included an additional allowance in two (2) parts should we be submitting and permitting the project through DSA, the first part represents the fee for architectural and electrical engineering in the amount of **Twelve Thousand One-Hundred Fourteen and No Cents (\$12,114)**; and the second part represents if DSA should require the services of a structural engineer by expanding on the assumed scope for the project, or in the event that field conditions are discovered that would require such services, in the amount of **Four Thousand Eight-Hundred and Eighty Dollars and No Cents (\$4,880)**. Please refer to the attached IBI/Consulting Engineers Fee Breakdown.

Exclusions:

1. District Responsibilities as noted.

Thank you for our selection for this project. Please contact me directly if you have any questions or comments.

Respectfully,
IBI GROUP



Thomas Moore
Principal/Associate



David Chow
Regional Managing Director IBI Group

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

- A. The following extra services to this AGREEMENT shall be performed by ARCHITECT if needed and requested by the DISTRICT.
1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
 2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
 3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
 4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
 5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than 60 days after the date of substantial completion of work.
 6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the PROJECT.
- B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI – Urban Wage Earners – All Items (12 month average) for the geographical area of the ARCHITECT and each sub-consultant involved in the PROJECT.

Architectural Services

Fee Per Hour

Principal/Director	\$72
Principal Architects	\$72
Associate Architect	\$58
Project Architect	\$58
Draftsperson	\$36
Construction Administrator	\$62
Special Services	\$40
Clerical	\$20
Other	-
<u>Structural Engineers ** Not Used</u>	
Principal Engineer	\$-
Project Engineers	\$-
Draftsperson	\$-
Clerical	\$-
Other	\$-
<u>Mechanical Engineers ** Not Used</u>	
Engineer	\$-
Designer	\$-
Clerical	\$-
Other	\$-
<u>Civil Engineers ** Not Used</u>	
Principal	\$-
Senior Engineer	\$-
Registered Civil Engineer	\$-
Assistant Civil Engineer	\$-
Draftsperson	\$-
Clerical	\$-
Other	\$-
<u>Landscape Architects ** Not Used</u>	
Principal	-

Associate Planner	-
Technical Assistant	-
Draftsperson	-
Clerical	-
Other	-
<u>Estimator ** Not Used</u>	
Principal	-
Senior Estimator/Scheduler	-
Estimator/Scheduler	-
Clerical	-
Other	-
<u>Electrical Engineers ** FBA</u>	
Principal Engineer	\$175
Designer	\$160
Draftsperson	\$90
Clerical	\$50
Other	\$-

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Baseball Field Bleacher Replacement Project, Substitution of Subcontractor, Wicketts Plumbing International

ACTION: Approval

BACKGROUND

At the June 26, 2017 Board meeting, the Board approved the award of bid with Patriot Contracting and Engineering for the Saddleback College Baseball Field Bleacher 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

Patriot Contracting and Engineering informed the district that the listed sign subcontractor, Moses Anserlian, is unable to perform the work and has requested to be released of its obligation. Patriot Contracting and Engineering recommends that Wicketts Plumbing International be accepted as its replacement (EXHIBIT A). In accordance with Section 4107 of the Government Code, Moses Anserlian, submitted a letter (EXHIBIT B) to Patriot Contracting and Engineering on July 9, 2017, with their formal request for removal from the project and college staff has served notice of this substitution request by certified mail to the last known address of the subcontractor (EXHIBIT C).

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 Moses Anserlian as subcontractor and its substitution by Wicketts Plumbing as subcontractor, on the Baseball Field Bleacher Replacement project at Saddleback College.

Item Submitted By: *Dr. Jim Buysse, Acting Vice Chancellor, Business Services*



Patriot Contracting & Engineering

Ca Lic. 971096, A, B, C-12, C-32, C-34, C-36, C-42

Jim Rogers
Assistant Director, Facilities
28000 Marguerite Parkway
Mission Viejo, Ca
92692

July 27th 2017

PROJECT: Baseball Bleacher Project #2066

RE: Substitution of Subcontractor

Dear Mr. Rogers,

Pursuant to Public Contract Code 4107 I am requesting to substitute my listed subcontractor, Moses Anserlian with Wicketts Plumbing International. This request is for the Site Utilities scope of work. Please see attached the letter from Moses Anserlian requesting to be released from the Baseball Bleacher project. The new subcontractor Wicketts Plumbing International is located at 825 S. Lakeview Ave. Suite A Placentia, Ca. 92870.

Sincerely,


Richard Wolfinger

Moses Anserlian

License Number 854687 DIR NUMBER 1000037850

7/9/2017

Patriot Contractors

Attn: Richard Wolfinger

SUBJECT: Baseball Bleachers

Dear Richard,

Thank you very much for the opportunity you have given me for the bleachers project. I congratulate for your award.

Due to expeditious schedule, and my workload I am not capable to complete this job in time. I would like you to release me from this project, and hire another contractor that can meet the hectic schedule. Again, thank you for the opportunity, and looking forward doing business with again.

Sincerely
Moses Anserlian



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

DELIVER VIA CERTIFIED MAIL

August 1, 2017

Moses Anserlian
President
Moses Anserlian
14545 Friar Street, Suite 101F
Van Nuys, CA 91411

RE: Subcontractor Substitution

Dear Mr. Anserlian,

We received from Patriot Contracting and Engineering a substitution request for replacing the plumbing and site facilities subcontractor for the Baseball Field Bleacher Replacement Project (SOCCCD Bid No. 2066) at Saddleback College. Refer to the attached copy.

In compliance with Article 4107 of the California Contract Code, this is 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.

Warm regards,

Jim Rogers
Assistant Director, Facilities –
Capital Outlay Projects

Cc: Brandye D'Lena, Executive Director of Facilities Planning
Michael James, Acting Senior Director of Facilities

Attachment

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Student Out-of-State Travel

ACTION: Approval

BACKGROUND

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

STATUS

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

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

RECOMMENDATION

The 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*
Denise Whittaker, Acting President, Saddleback College
Dr. Jim Buysse, Acting Vice Chancellor, Business Services

Out of State Student Travel
August 21, 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
American College Dance Association (ACDA) Conference at University of Wisconsin at Madison 1050 University Ave. 125 Lathrop Hall Madison, WI 53706	March 21-25, 2018 Registration is open in early Oct 2017 and fees need to be paid then.	Dance, Associated Students of IVC Students must be in Performing Dance Ensemble (PDE) Performance Class or Rehearsal & Performing (R& P) Performance Class or have taken and passed class to attend conference	12	1	\$1,388.46 Per Person	\$0 Impact on General Funds	\$18,049.98	ASIVC Funding =\$14,750 Dance Foundation/ Fundraising Account = \$3,300	IVC
National Model United Nations – 2017 Washington, D.C. Conference. Washington Marriott Wardman Park Hotel 2660 Woodley Road NW Washington, DC 20008	November 1 – 5, 2017	Irvine Valley College Model United Nations /Political Science Club	20	2	\$1,157.64 Per Person	\$0 impact on General Funds	\$25,468.08	ASIVC \$7,235.00 IVC MUN Foundation Account \$2,033.08 Individual Student Contributions \$16,200	IVC

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Agreement for Specialized Software Development Services, Redisq Technologies

ACTION: Approval

BACKGROUND

To support software projects for FY 2017-2018, the District is in need of expertise in the area of software development. Redisq Technologies provides these services and is familiar with IT's development efforts, particularly the Student Information System (SIS).

STATUS

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

The professional fees for these services will be based on time spent at a rate of \$68 per hour in an amount not to exceed \$137,088 (EXHIBIT A).

Funding for these software development services is based on FY 2017-2018 basic aid funds.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreement for specialized software development services with Redisq Technologies, for a total amount not to exceed \$137,088 from September 1, 2017 to August 31, 2017.

Item Submitted by: *Dr. Jim Buysse, Acting Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT

Redisq Technologies

September 1, 2017 TO August 31, 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 **Redisq Technologies** ("Contractor"), a **INDIVIDUAL RESIDING IN THE STATE OF WASHINGTON**. 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 specialized software development services in support of the SIS Enhancements project. Consultant will be paid \$68.00 per hour.

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 September 1, 2017, and shall continue in full force and effect thereafter until and including August 31, 2018 ("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 One hundred and thirty-seven thousand and eighty-eight Dollars (\$137,088.00.) ("Contract Amount"). Additional details: **[INSERT DETAILS OF COMPENSATION OR REFERENCE AS AN ATTACHMENT]**.

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).

(Click to select): ☐ CalSTRS ☐ CalPERS Retired:

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
Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4664
dfitzsimons@socccd.edu

Contractor: Redisq Technologies
Mollishree Sawhney
217 245th Place NE
Sammamish, WA 98074
423-623-0701
msawhney91@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.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: Mollishree Sawhney

Print Name: **Dr. Debra L. Fitzsimons**

Print Title: Consultant / Owner

Print Title: **Vice Chancellor, Business Services**

Date:

Date:

District's Board of Trustee's

Approval/Ratification Date: 08/21/2017

Initiating Department:

District IT

Contact Name:

Jim Gaston

Contact Phone & Email:

949-582-4336; jgaston@socccd.edu

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 17-27 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

2015/2016 Basic Skills at Irvine Valley College	(\$691)
2015/2016 Perkins Title IC at Irvine Valley College	(\$45,334)
2015/2016 Student Equity at Saddleback College	(\$4,400)
2016/2017 Adult Education Block Grant at Irvine Valley College	(\$848,306)
2016/2017 Adult Education Block Grant at Saddleback College	(\$91,583)
2016/2017 Adult Education Block Grant Fiscal Agent at District	\$4,350,212
2016/2017 Adult Education Block Grant Fiscal Agent at Irvine Valley College	\$114,479
2016/2017 Adult Education Block Grant Fiscal Agent at Saddleback College	\$114,480
Child Development Training Consortium at Saddleback College	(\$2)
Disabled Student Programs & Services (DSPS) at Irvine Valley College	\$12,187
Disabled Student Programs & Services (DSPS) at Saddleback College	(\$8,885)
Federal Work Study at Irvine Valley College	\$15,377
Financial Aid Administrative Allowance at Irvine Valley College	\$1,000
Full-time Student Success Grant (FTSSG) at Saddleback College	\$25,388
Strong Workforce Program at Irvine Valley College	\$20
Veterans Credit Articulation Track at Saddleback College	\$2,000,000
Total Increase to the General Fund	<u>\$5,633,942</u>

Total Budget Amendment

\$5,633,942

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-27 to amend the FY 2016-2017 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION No. 17-27

August 21, 2017

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$5,633,942 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>
8100	Federal Revenue	\$ (45,334)
8600	State Revenue	\$ 1,329,064
8900	Other Financing Sources	4,350,212
		<u>\$ 5,633,942</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$ 6,196
2000	Classified Salaries	(20,169)
3000	Fringe Benefits	(3,859)
4000	Books and Supplies	(7,567)
5000	Other Operating Expenses and Services	1,288,141
6000	Capital Outlay	(4,400)
7000	Other Outgoing	4,375,600
		<u>\$ 5,633,942</u>
	Total Budget Amendment	<u>\$ 5,633,942</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2016-2017

GENERAL FUND

RESOLUTION No. 17-27

August 21, 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 \$5,633,942 duly and regularly adopted by the said Board at a regular meeting thereof held on August 21, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of August 2017.

Debra L. Fitzsimons
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Adopt AB1887 – Out-of-State Travel Restrictions

ACTION: Ratification

BACKGROUND

With the passage of AB 1887, the California Legislature announced that our state “must take action to avoid supporting or financing discrimination against lesbian, gay, bisexual, and transgender people.” AB 1887 prohibits state agencies from requiring state employees and officers to travel to a state that has enacted a law that discriminates against the LGBT community. AB 1887 also prohibits state agencies from approving state-funded or state-sponsored travel to such states (EXHIBIT B).

STATUS

While community colleges are not impacted by AB1887, the California Community Colleges Chancellor’s Office supports the out-of-state travel restrictions and will not approve travel to an AB1887 restricted state, regardless of the funding source for the travel. In state Chancellor Eloy Oakley’s August 3, 2017 email (EXHIBIT A), he strongly encouraged each community college district to join the Chancellor’s Office in supporting our LGBT community by adopting the AB1887 travel restrictions at the local level. Any exceptions to the restrictions due to extenuating circumstances must be approved by the Vice Chancellor of Business Services.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the Interim Chancellor’s decision to support state Chancellor Oakley in adopting the AB1887 out-of-state travel restrictions for all SOCCCD travel.

STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

CALIFORNIA COMMUNITY COLLEGES

CHANCELLOR'S OFFICE

1102 Q STREET, SUITE 4400
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



August 3, 2017

To: All Colleges

From: Eloy Ortiz Oakley

Subject: AB 1887 – Out of State Travel Restrictions

Dear Colleagues,

With the passage of AB 1887, the California Legislature announced that our state “must take action to avoid supporting or financing discrimination against lesbian, gay, bisexual, and transgender people.” AB 1887 prohibits state agencies from requiring state employees and officers to travel to a state that has enacted a law that discriminates against the LGBT community. AB 1887 also prohibits state agencies from approving state-funded or state-sponsored travel to such states.

The Chancellor’s Office wholeheartedly supports our LGBT students, faculty, staff and administrators. We fully support the travel restrictions imposed by our state legislature through AB 1887 and the determinations regarding out-of-state discriminatory laws made by Attorneys General Kamala Harris and Xavier Becerra. Accordingly, and consistent with AB 1887, the Chancellor’s Office will not send any Chancellor’s Office staff or officials to states that have adopted laws that discriminate against the LGBT community. As a matter of policy, the Chancellor’s Office will not approve requests from our local community college districts to travel to an AB 1887 restricted state, *regardless of the funding source for the proposed out-of-state travel*.

I strongly encourage each of our local community college districts to join the Chancellor’s Office in support of our LGBT community and adopt AB 1887’s travel restrictions at the local level. Our local community college districts have an opportunity to stand with the State of California by prohibiting travel to any state that has enacted a law that discriminates against the LGBT community. For more information about AB 1887 and its implementation, please see the Attorney General’s AB 1887 website at oag.ca.gov/ab1887.

Sincerely,

A handwritten signature in black ink, appearing to read "EO", is located below the "Sincerely," text.

Eloy Ortiz Oakley



XAVIER BECERRA
Attorney General

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PROHIBITION ON STATE-FUNDED AND STATE-SPONSORED TRAVEL TO STATES WITH DISCRIMINATORY LAWS (ASSEMBLY BILL NO. 1887)

In AB 1887, the California Legislature determined that "California must take action to avoid supporting or financing discrimination against lesbian, gay, bisexual, and transgender people." (Gov. Code, § 11139.8, subd. (a)(5).) To that end, AB 1887 prohibits a state agency, department, board, or commission from requiring any state employees, officers, or members to travel to a state that, after June 26, 2015, has enacted a law that (1) has the effect of voiding or repealing existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression; (2) authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression; or (3) creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression. (Gov. Code, § 11139.8, subs. (b)(1), (2).) In addition, the law prohibits California from approving a request for state-funded or state-sponsored travel to such a state. (Gov. Code, § 11139.8, subd. (b)(2).)

Prohibition on State-Funded and State- Sponsored Travel to States with Discriminatory Laws (Assembly Bill No. 1887)

[AB 1887 Home](#)[Frequently Asked
Questions \(FAQs\)](#)[AB 1887, pdf](#)

Civil Rights Enforcement

[Civil Rights Home](#)[Major Initiatives](#)[Resources and
Reports](#)

The travel prohibition applies to state agencies, departments, boards, authorities, and commissions, including an agency, department, board, authority, or commission of the University of California, the Board of Regents of the University of California, and the California State University. (Gov. Code, § 11139.8, subd. (b).)

The law also requires the Attorney General to develop, maintain, and post on his Internet Web site a current list of states that are subject to the travel ban. (Gov. Code, § 11139.8, subd. (e).)

States Subject to AB 1887's Travel Prohibition

The following states are currently subject to California's ban on state-funded and state-sponsored travel:

1. Alabama
2. Kansas
3. Kentucky
4. Mississippi
5. North Carolina
6. South Dakota
7. Tennessee
8. Texas

Exceptions

The Legislature created exceptions in AB 1887 that allow travel to banned states in certain circumstances. (Gov. Code, § 11139.8, subd. (c).) These exceptions only apply if travel to a subject state is "required." (*Ibid.*)

Specifically, AB 1887 does not apply to state travel that is required for any of the following purposes:

Prevention and
Education

Bureau of Children's
Justice

Office of Immigrant
Assistance

Underground
Economy Unit

AB 1887, State-
Funded Travel
Restrictions

AB 953, Racial and
Identity Profiling Act
of 2015

1. Enforcement of California law, including auditing and revenue collection.
2. Litigation.
3. To meet contractual obligations incurred before January 1, 2017.
4. To comply with requests by the federal government to appear before committees.
5. To participate in meetings or training required by a grant or required to maintain grant funding.
6. To complete job-required training necessary to maintain licensure or similar standards required for holding a position, in the event that comparable training cannot be obtained in California or a different state not subject to the travel prohibition.
7. For the protection of public health, welfare, or safety, as determined by the affected agency, department, board, authority, or commission, or by the affected legislative office.

(Gov. Code, § 11139.8, subd. (c).)



**STATE OF CALIFORNIA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL**

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About AG Xavier Becerra
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Organization of the Office

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Legal Opinions & Settlements
Research
Children & Families

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Ballot Initiatives
Conflicts of Interest
Criminal Justice Statistics
Meetings and Public Notices
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21st Century Policing
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Consumer Protection and Economic Opportunity
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Equality
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CAREERS

Getting a State Job
Examinations
Job Vacancies
Internships & Student Positions

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 June 30, 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 June 30, 2017

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$57,699
2000	Classified Salaries		\$27,378
3000	Fringe Benefits		\$5,465
4000	Books and Supplies	\$76,623	
5000	Other Operating Expenses & Services	\$308,285	
6000	Capital Outlay		\$138,455
7000	Other Outgo		\$155,911
Total Transfers - General Fund		\$384,908	\$384,908

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$285,955
3000	Fringe Benefits		\$89,774
5000	Other Operating Expenses & Services	\$292,000	
6000	Capital Outlay		\$409,621
7000	Other Outgo	\$493,350	
Total Transfers - Capital Outlay Fund		\$785,350	\$785,350

Total Transfers	\$1,170,258	\$1,170,258
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TO: Board of Trustees**FROM:** Debra L. Fitzsimons, Interim Chancellor**RE:** SOCCCD: June - August 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>Patriot Contracting and Engineering</u> Saddleback College KSBR Radio Station Remodel Project – Construction Services Change Order No. 1 – For additional construction services. SOCCCD	\$ 16,735.83	\$ 1,310,735.83
B.	<u>Tustin Unified School District</u> Adult Education Block Grant (AEBG) Subcontract – Amendment No. 1 – For extension of project term date to December 31, 2018 with no change in total contract value. SOCCCD	\$ 0	\$ 822,723.00
C.	<u>Irvine Unified School District</u> Adult Education Block Grant (AEBG) Subcontract – Amendment No. 1 – For extension of project term date to December 31, 2018 with no change in total contract value. SOCCCD	\$0	\$ 300,000.00

South Orange County Community College District
Saddleback College KSBR Radio Station Remodel
Bid #2056
Board Change Order No. 1
August 1, 2017

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
2056	General Contractor	Patriot Contracting and Engineering, Inc.		\$1,294,000.00	\$0.00	\$16,735.83	\$1,310,735.83	28
		22601 La Palma Avenue, Suite 100 Yorba Linda, CA 92887	TOTAL	1,294,000.00			1,310,735.83	28

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	8/21/2017	FCC Licensing; additional hardware and software installation; office data drop installation	by District	reviewed	\$16,735.83	28
		TOTAL THIS CHANGE ORDER REQUEST			\$16,735.83	28

**AMENDMENT No. 1
TO THE GRANT AGREEMENT
BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND IRVINE UNIFIED SCHOOL DISTRICT**

June
~~May~~ 17, 2017

THIS AMENDMENT shall modify the original agreement dated March 29, 2017, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and the Irvine Unified School District, at 3387 Barranca Parkway, Irvine, CA 92606 hereinafter referred to as "SCHOOL."

WHEREAS, Article 17 of the original agreement provides that the agreement may be modified by written consent by both Parties: and

WHEREAS, Article 2 states the term of the Agreement to continue in force through June 30, 2017; and

WHEREAS, DISTRICT has received approval from California Community Colleges Chancellor's Office to carry forward 2016/2017 funds through December 31, 2018; and

WHEREAS, Article 5 states allowable expenditure must be encumbered/service rendered by June 30, 2017; and

WHEREAS, Article 7.B.c. states retention period of a not before date of July 1, 2017; and

WHEREAS, EXHIBIT A references a Project Timeline to June 30, 2017;

NOW, THEREFORE, the Parties agree as follows:


1. **TERM.**
This Agreement shall continue in full force and effect thereafter until and including December 31, 2018 under the same terms and conditions of the original agreement.
2. **Compensation and Invoicing.**
Change end date to December 31, 2018.
3. **Audit.**
Change not before date to January 1, 2019.
4. **EXHIBIT A.**
Replace end date to December 31, 2018.

10/2

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: 6/19/17

"SCHOOL"

Irvine Unified School District

By: 
Name John Fogarty
Title: Asst. Supt. Business Services

Date: May 24, 2017
IUSD Board Approved May 23, 2017

2062

**AMENDMENT No. 1
TO THE GRANT AGREEMENT
BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND TUSTIN UNIFIED SCHOOL DISTRICT**

May 17, 2017

THIS AMENDMENT shall modify the original agreement dated March 29, 2017, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and the Tustin Unified School District, at 1151 San Juan Street, Tustin, CA 92780 hereinafter referred to as "SCHOOL."

WHEREAS, Article 16 of the original agreement provides that the agreement may be modified by written consent by both Parties; and

WHEREAS, Article 2 states the term of the Agreement to continue in force through June 30, 2017; and

WHEREAS, DISTRICT has received approval from California Community Colleges Chancellor's Office to carry forward 2016/2017 funds through December 31, 2018; and

WHEREAS, Article 5 states allowable expenditure must be encumbered/service rendered by June 30, 2017; and

WHEREAS, Article 6.B.c. states retention period of a not before date of July 1, 2017; and

WHEREAS, EXHIBIT A references a Project Timeline to June 30, 2017;

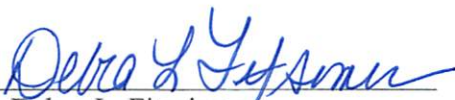
NOW, THEREFORE, the Parties agree as follows:

1. **TERM.**
This Agreement shall continue in full force and effect thereafter until and including December 31, 2018 under the same terms and conditions of the original agreement.
2. **Compensation and Invoicing.**
Change end date to December 31, 2018.
3. **Audit.**
Change not before date to January 1, 2019.
4. **EXHIBIT A.**
Replace end date to December 31, 2018.

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: JUL 13 2017

“SCHOOL”

Tustin Unified School District

By: 
Name
Title: **Anthony Soria**
Chief Financial Officer

Date: 7-5-2017

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Ratification

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

STATUS

Purchase orders \$5,000 and above amounting to \$42,737,777.34 and an additional 882 purchase orders below \$5,000 amounting to \$899,939.54 for a combined total of \$43,637,716.88 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,336 checks in the amount of \$10,175,936.24 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 3

Purchase Order Ratification (Supplier)

June 29, 2017 through August 2, 2017

PO			
Number	Supplier	Description	Amount
P181202	Academic Senate for California Community Colleges	2017-2018 SC Academic Senate Membership Dues	5,920.45
P180556	Accrediting Commission for Community & Junior Colleges	ACCJE 2017-18 Annual Dues IVC	33,943.00
P180818	Accrediting Commission for Community & Junior Colleges	ACCJE 2017-18 Annual Dues SC	39,846.00
P181366	Ad Club Advertising Service	Advertising Services for HR Job Opportunities	85,000.00
P181442	Airgas USA, LLC	CO2 for SC Swimming Pool	5,387.50
P180257	Airgas USA, LLC	CO2 for SC swimimng pool	5,000.00
P180844	Alameda County Schools Insurance Group	Delta Dental Benefits FY 2017-2018	2,027,546.00
P180842	Alameda County Schools Insurance Group	Vision Services Benefits FY 2017-2018	601,581.00
P180843	Alameda County Schools Insurance Group	Delta Dental Benefits FY 2017-2018	419,220.00
P180841	Alameda County Schools Insurance Group	Retiree Vision Services FY 2017-2018	111,295.00
P180518	Allsteel, Inc. c/o Quality Office Furnishings	IVC International Center Desks and Chairs	30,122.75
P181089	Asics America Corporation	IVC Athletic Uniforms	5,902.01
P180465	AT&T	Mobile Telephone Service for SC FY 2017-2018	110,000.00
P180622	AT&T	IVC Telephone Service FY 2017-2018	28,000.00
P180420	Automotive Electronic Services	ATRE Grant equipment Scopes for Automotive	10,318.14
P180869	Automotive Electronic Services	Fluke 88-5/A Kit Automotive Multimeter Combo	5,161.23
P181021	B & H Photo	Equipment for SC Cinema/TV and Radio Dept.	29,231.76
P180471	B & H Photo & Electronics Corp.	Photo toners and luster paper for SC Photography	7,679.91
P180638	Bishop Company	Bid R-011284 Grounds Supplies SC FY 2017-2018	7,540.58
P180663	Blake's Janitorial Supplies	Janitorial Supplies Bid R-006393 IVC FY 2017-2018	5,120.82
P181053	Boathouse Sports	SC Athletic Uniforms	8,096.80
P180743	Bone Clones, Inc.	Bones for IVC Anthropology Lab	8,911.06
P180742	Boundless Network, Inc.	SC Student Equity Survival Kits	5,463.20
P180521	BSN Sports LLC	Women's Soccer Jerseys, Shorts, Socks, Balls IVC	9,396.83
P180876	BSN Sports LLC	IVC Athletic Uniforms	6,789.12
P181155	BSN Sports LLC	IVC Athletic Uniforms	6,758.51
P180877	BSN Sports LLC	IVC Athletic Uniforms	6,505.56
P181095	Buckeye Cleaning Center - Los Angeles	IVC Janitorial Supplies FY 2017-2018	21,681.46
P180749	Carolina Biological Supply	Bid R-01131- Biology SC for FY 2017-2018	6,664.73
P180696	Carolina Biological Supply	Bid R-011069 Biology for IVC FY 2017-2018	6,014.26
P181262	California Community College Athletic Association	Membership renewal for IVC Athletics	8,600.00
P181371	CDW Government LLC	Palo Alto security appliance system for District Services	28,545.13
P181359	Chevron and Texaco	Blanket PO for gasoline purchases FY 2017-2018	10,300.00
P181358	Citibank	Gasoline purchases FY 2017-2018	45,000.00
P180461	Constellation NewEnergy	Natural Gas for SC FY 2017-2018	400,000.00
P179243	County of Orange Auditor-Controller	Parking Citation Surcharges SC FY 2017-2018	125,000.00
P180517	County of Orange Auditor-Controller	Parking Citation Surcharges IVC FY 2017-2018	84,000.00
P180630	County of Orange Auditor-Controller	Communication Charges Radios IVC Police	16,000.00
P180537	County of Orange Auditor-Controller	Communication Charges Radios for IVC Campus Safety	10,000.00
P179240	County of Orange Treasurer-Tax Collector	Radio cost partnership sharing FY 2017-2018	24,524.00
P179488	Delta Biologicals	Supplies for IVC Anatomy Lab	15,129.12
P180557	Dept. of Justice Accounting Office	Fees for LiveScan Services FY 2017-2018	85,000.00
P180459	DS Waters of America, Inc.	Bottled Water Service for SC FY 2017-2018	27,000.00
P180619	DS Waters of America, Inc.	Bottled Water Service for IVC and ATEP FY 2017-2018	15,000.00
P179875	Education Advisory Board	Education Advisory Board membership 2017	36,934.00
P180520	Errea Sport USA Inc.	Uniforms for IVC Athletics	10,233.99
P181004	Ewing Irrigation Products	IVC irrigation parts order FY 2017-2018	13,785.41
P180551	Federal Express	Federal Express charges for FY 2017-2018	20,000.00
P180543	Fisher Scientific Company, LLC	Instructional supplies for IVC Chemistry Dept.	5,000.00
P180626	Fisher Scientific Company, LLC	Instructional supplies for SC Chemistry Dept.	5,000.00
P181161	Foundation for California Community Colleges	FUSION Annual License Fee	16,768.70
P180648	Fry's Electronics	Blanket P0 for SC Computer Supplies	6,000.00
P180555	Gale Supply Company	Janitorial supplies Bid 337D FY 2017-2018	38,127.34
P180744	Gale Supply Company	IVC Janitorial Supplies FY 2017-2018	18,110.84
P181343	Glaxo Smith Kline	Blanket PO for SC Health Center Vaccinations	5,000.00
P180900	Grace Training Supply	Grace Kits for SC Nursing program Fall 2017	21,489.38
P180799	Graybar Electric Company	Bid R-010741 Electrical Supplies SC FY 2017-2018	7,626.01
P180647	Graybar Electric Company	Blanket P0 for SC Technology supplies	5,000.00
P180523	Grp2 Uniforms, Inc.	Uniforms for IVC Police Department	9,697.50
P180536	Grp2 Uniforms, Inc.	Uniforms and supplies for IVC Police Department	9,000.00
P179758	Grp2 Uniforms, Inc.	Uniforms for SC Campus Police Department	8,000.00
P181000	Guitar Center Stores, Inc.	Audio and recording equipment for SC Music	6,491.30
P180712	Henry Schein, Inc.	SC Athletic Training supplies	17,148.59



South Orange County Community College District

EXHIBIT A
Page 2 of 3

Purchase Order Ratification (Supplier)

June 29, 2017 through August 2, 2017

PO			
Number	Supplier	Description	Amount
P180530	Heritage Window Coverings, Inc.	Window coverings/shades for SC Adult Education	6,675.00
P181330	High Tech Furnishings Ltd.	Set for TV Production for LRC at SC	44,425.33
P180256	Home Depot Mission Viejo	SC Maintenance/Grounds/Custodial supplies	5,000.00
P180852	Home Depot Tustin	Supplies for IVC Performing Arts	5,000.00
P180567	Horizon	Annual Supplies for SC Grounds	14,982.21
P180848	Hyatt Legal	Hyatt Legal Benefits for FY 2017-2018	112,013.00
P181101	Ingardia Brothers Produce, Inc.	Groceries for SC Culinary Arts classes FY 2017-2018	14,000.00
P180609	Irvine Ranch Water District	Water service for IVC FY 2017-2018	200,000.00
P180434	Irvine Valley College Bookstore	IVC EOPS Bookstore billing for FY 2017-2018	120,000.00
P181132	Keenan & Associates	Hiscox cyber liability insurance FY 2017-2018	63,972.00
P181082	Keenan & Associates	Media Liability Annual Renewal FY 2017-2018	5,456.00
P180500	Kelly Paper	Printing supplies for SC Duplicating	14,571.11
P180320	Ki C/O Quality Office Furnishings	Furniture for IVC classroom remodel	25,405.52
P180634	Knorr Systems, Inc.	Annual Pool Supplies for SC FY 2017-2018	41,926.60
P180633	Leslie's Swimming Pool Supplies	Annual Pool Supplies for SC FY 2017-2018	5,629.70
P181349	LightWerks Communication Systems, Inc.	Audio Visual equipment projectors for IVC	14,102.32
P181344	Mc Kesson General Medical Corp	Medical Supplies for SC Health Center	15,000.00
P181153	Medco Supply Company	IVC Athletic Training Supplies	6,805.93
P181090	Micro Center	IVC Techonology supplies FY 2017-2018	7,000.00
P180497	Millennium Business Services	SC Instruction printing and binding services	11,927.35
P181143	Mission Auto Equip & Lifts	Ranger Spray Wash Cabinet with Skimmer for SC	5,538.36
P180692	Modern Postcard	SC marketing fliers	14,895.00
P180738	Modern Postcard	Mailing service for SC marketing fliers FY 2017-2018	13,993.00
P180817	Moore Medical, LLC	Medical Supplies for IVC Health Center FY 2017-2018	10,000.00
P181152	Mossy Nissan	2017 Nissan Leaf for SC	34,492.39
P180464	Moulton-Niguel Water District	Water Service for SC FY 2017-2018	200,000.00
P180932	Naeyc Resource Sales	Child Development Associate Degree Accreditation SC	5,270.00
P180689	Nautel Maine Inc.	Transmitter for SC Executive College Administration	16,230.80
P180629	Orange Empire Conference	IVC Athletics Annual membership	5,500.00
P180809	Orange Empire Conference	SC Athletics Annual membership	5,500.00
P181414	P & R Paper Supply Company, Inc.	IVC Janitorial Supplies FY 2017-2018	27,554.88
P180741	Pacific Coachways Charter Services, Inc.	Bus rentals for the IVC Athletics	30,000.00
P181223	Pacific Coachways Charter Services, Inc.	Emeritus Institute Field Trip buses FY 2017-2018	22,000.00
P179379	Pacwest Air Filter, LLC	SC HVAC supplies FY 2017-2018	5,000.00
P180801	PCMG, Inc.	Cisco SmartNet maintenance & support FY 2017-2018	194,685.11
P180515	Phoenix Group Information Sys.	Parking Citation Processing Fees FY 2017-2018	23,000.00
P180613	Pips c/o Keenan & Associates	Workers' Compensation Program FY 2017-2018	1,804,983.00
P180942	PJ Printers	Wall Literary Journal 2017 Edition SC English	6,485.00
P180952	Postmaster	Postage for FALL 2017 Gaucho Guide	22,820.56
P180383	Quality Office Furnishings, Inc.	Furniture for classroom remodel for IVC	48,799.73
P180426	Quality Office Furnishings, Inc.	IVC International office furniture	8,250.42
P180077	Rdo Water, LLC	Supplies for SC Grounds FY 2017-2018	20,000.00
P180846	Reliance Standard Life Insurance Company	Life Insurance Benefits for FY 2017-2018	447,079.00
P180847	Reliance Standard Life Insurance Company	Long-Term Disability Benefits for FY 2017-2018	238,092.00
P181305	Repro Xpress	Printing Services for District Facilities FY 2017-2018	5,000.00
P180561	Ricoh Usa Corp	Annual Service for Kodak duplicating machine SC	17,500.00
P181322	Riddell All American	SC Football Team Equipment	8,525.56
P180458	RossCo Promotions	SC ASB Stamp Booklets	13,500.00
P181318	S & B Foods	SC Professional Development Week Events	5,400.00
P181348	S & B Foods	IVC Ambassador Program FY 2017-2018	5,000.00
P180396	S & B Foods Catering Division	Refreshments for Coffees with Board & Chancellor	5,000.00
P181084	Saddleback Warehouse	Paper for the IVC Duplicating Center	8,423.40
P180350	Safeway, Inc.	Food supplies SC Child Development FY 2017-2018	6,450.00
P180462	San Diego Gas & Electric	Electric Service for SC FY 2017-2018	1,260,000.00
P180394	Sapphire Catering	Refreshments for board of trustees meetings	8,500.00
P180690	Scms, Inc.	Radio Equipment SC College Administration	15,075.67
P179762	Sierra Soil, Inc.	SC Grounds supplies FY 2017-2018	5,000.00
P180822	Sisc III Health Benefits	SISC Benefits FY 2017-2018	23,545,247.00
P180849	Sisc III Health Benefits	Retiree Benefits FY 2017-2018	5,712,621.00
P180916	Smardan Supply	SC Plumbing Supplies FY 2017-2018	7,052.59
P180349	Smart & Final	Food supplies SC Child Development FY 2017-2018	5,000.00
P180495	Smart Levels Mailing & Printing Inc.	Contract printing SC FY 2017-2018	25,000.00
P180449	Smart Levels Mailing & Printing Inc.	SC Community Education printing FY 2017-2018	20,000.00



South Orange County Community College District

EXHIBIT A
Page 3 of 3

Purchase Order Ratification (Supplier)

June 29, 2017 through August 2, 2017

PO			
Number	Supplier	Description	Amount
P181352	Smart Levels Mailing & Printing Inc.	SC Community Education printing FY 2017-2018	20,000.00
P180711	Soccerloco	SC Athletic Uniforms	5,288.27
P181113	South Coast Air Quality Management	SCAQMD Annual Operating Fees	10,662.20
P181012	SOCCCD Workers Compensation	Workers' compensation claims FY 2017-2018	80,000.00
P180654	Southern California Edison Company	Electric Service IVC FY 2017-2018	1,100,000.00
P181194	Southern California Edison Company	Annual electricity service ATEP FY 2017-2018	45,000.00
P180649	Southern California Football Association	SC Annual Membership Renewal FY 2017-2018	5,500.00
P180463	Southern California Gas Company	Natural Gas Transportation Service SC FY 2017-2018	230,000.00
P180621	Southern California Gas Company	Annual Gas Service IVC FY 2017-2018	60,000.00
P181304	Southern California Gas Company	ATEP Utilities/Infrastructure FY 2017-2018	34,105.33
P179310	Southern Counties Oil Company	Gasoline & diesel fuel SC Transportation	60,000.00
P181266	Spectrum Chemical Mfg. Corporation	SC Chemistry Lab equipment	8,837.66
P180793	Study in the USA, Inc.	SC online advertisement FY 2017-2018	5,050.00
P180620	Statewide Association of Community Colleges	Property & Liability coverage FY 2017-2018	885,529.00
P181110	Systems Source, Inc.	SC Sciences Building Corridor Furniture	68,782.00
P180969	Systems Source, Inc.	Office furniture for SC	61,352.12
P180968	Systems Source, Inc.	Office furniture for SC	10,628.46
P180970	Systems Source, Inc.	SC Sciences Building Corridor Furniture	8,840.82
P180562	The Sherwin-Williams Co.	SC Grounds White Athletic Field Paint	5,800.00
P179241	Traffic Management, Inc.	SC parking signs	8,000.00
P180516	Traffic Management, Inc.	Traffic and parking supplies IVC	6,500.00
P180853	Uline, Inc.	Supplies IVC Performing Arts	7,000.00
P180673	Unipak Corporation	Annual supplies SC Custodial	12,567.96
P180845	Unum Life Insurance Company	UNUM Long Term Care Benefits FY 2017-2018	89,532.00
P180899	Veritiv Operating Company	Janitorial Supplies SC FY 2017-2018	23,584.32
P180014	Verizon Wireless	Cell service for Mobile Hotspot SC	8,000.00
P180636	W. W. Grainger, Inc.	Grounds Supplies SC FY 2017-2018	12,680.43
P180800	Walters Wholesale Electric	SC Electrical Supplies FY 2017-2018	16,221.96
P180961	Waxie Sanitary Supply	IVC Janitorial Supplies FY 2017-2018	21,081.54
P181013	Wells Fargo #6711 (District)	Student registration credit card processing fees	12,000.00
P180798	West-Lite Supply Company	Electrical Supplies SC FY 2017-2018	30,282.37
P180960	Workday, Inc.	Workday training - On Demand Education	5,000.00
P181054	Xerox Corporation	Student Print Solution IVC & SC FY 2017-2018	84,000.00
P180958	Xerox Corporation	Copier Maintenance 8 duplicating machines SC	48,740.49
P180560	Xerox Corporation	Annual lease for Color Production Press SC	38,939.80
P180903	Xerox Corporation	Lease/Maintenance 2 Xerox duplicating machines SC	22,845.67
P180901	Xerox Corporation	Maintenance 4 duplicating machines SC FY 2017-2018	22,348.86
P180676	Xerox Corporation	Copier Maintenance Chancellor's Office FY 2017-2018	22,000.00
P180715	Xerox Corporation	IVC Copier Maintenance Agreement FY 2017-2018	21,000.00
P180902	Xerox Corporation	Copier Maintenance 3 duplicating machines SC	15,755.93
P180687	Xerox Corporation	Copier Maintenance District HR	10,675.06
P180904	Xerox Corporation	Copier Maintenance SC FY 2017-2018	10,000.00
P181402	Xerox Corporation	Copier Maintenance SC FY 2017-2018	9,330.08
P180714	Xerox Corporation	Copier Maintenance IVC FY 2017-2018	8,800.00
P181094	Xerox Corporation	Copier Maintenance District Facilities FY 2017-2018	5,700.00
P180967	Xerox Corporation	Copier Maintenance Payroll FY 2017-2018	5,349.48
P180691	Xerox Corporation	Copier Maintenance SC Maintenance FY 2017-2018	5,000.00
P180953	Xerox Corporation	Copier Maintenance SC Comm Educ FY 2017-2018	5,000.00
P180566	Yale/Chase Equipment and Services, Inc.	Parts/repairs forklift/delivery vehicles warehouses	8,500.00
Total Purchase Orders \$5,000 and above			42,737,777.34
882 Purchase Orders Under \$5,000			899,939.54
Total Purchase Orders			43,637,716.88



South Orange County Community College District

EXHIBIT B
Page 1 of 3

Purchase Order Ratification (Amount)

June 29, 2017 through August 2, 2017

PO			
Number	Supplier	Description	Amount
P180822	Sisc III Health Benefits	SISC Benefits FY 2017-2018	23,545,247.00
P180849	Sisc III Health Benefits	Retiree Benefits FY 2017-2018	5,712,621.00
P180844	Alameda County Schools Insurance Group	Delta Dental Benefits FY 2017-2018	2,027,546.00
P180613	Pips c/o Keenan & Associates	Workers' Compensation Program FY 2017-2018	1,804,983.00
P180462	San Diego Gas & Electric	Electric Service for SC FY 2017-2018	1,260,000.00
P180654	Southern California Edison Company	Electric Service IVC FY 2017-2018	1,100,000.00
P180620	Statewide Association of Community Colleges	Property & Liability coverage FY 2017-2018	885,529.00
P180842	Alameda County Schools Insurance Group	Vision Services Benefits FY 2017-2018	601,581.00
P180846	Reliance Standard Life Insurance Company	Life Insurance Benefits for FY 2017-2018	447,079.00
P180843	Alameda County Schools Insurance Group	Delta Dental Benefits FY 2017-2018	419,220.00
P180461	Constellation NewEnergy	Natural Gas for SC FY 2017-2018	400,000.00
P180847	Reliance Standard Life Insurance Company	Long-Term Disability Benefits for FY 2017-2018	238,092.00
P180463	Southern California Gas Company	Natural Gas Transportation Service SC FY 2017-2018	230,000.00
P180609	Irvine Ranch Water District	Water service for IVC FY 2017-2018	200,000.00
P180464	Moulton-Niguel Water District	Water Service for SC FY 2017-2018	200,000.00
P180801	PCMG, Inc.	Cisco SmartNet maintenance & support FY 2017-2018	194,685.11
P179243	County of Orange Auditor-Controller	Parking Citation Surcharges SC FY 2017-2018	125,000.00
P180434	Irvine Valley College Bookstore	IVC EOPS Bookstore billing for FY 2017-2018	120,000.00
P180848	Hyatt Legal	Hyatt Legal Benefits for FY 2017-2018	112,013.00
P180841	Alameda County Schools Insurance Group	Retiree Vision Services FY 2017-2018	111,295.00
P180465	AT&T	Mobile Telephone Service for SC FY 2017-2018	110,000.00
P180845	Unum Life Insurance Company	UNUM Long Term Care Benefits FY 2017-2018	89,532.00
P181366	Ad Club Advertising Service	Advertising Services for HR Job Opportunities	85,000.00
P180557	Dept. of Justice Accounting Office	Fees for LiveScan Services FY 2017-2018	85,000.00
P180517	County of Orange Auditor-Controller	Parking Citation Surcharges IVC FY 2017-2018	84,000.00
P181054	Xerox Corporation	Student Print Solution IVC & SC FY 2017-2018	84,000.00
P181012	SOCCCD Workers Compensation	Workers' compensation claims FY 2017-2018	80,000.00
P181110	Systems Source, Inc.	SC Sciences Building Corridor Furniture	68,782.00
P181132	Keenan & Associates	Hiscox cyber liability insurance FY 2017-2018	63,972.00
P180969	Systems Source, Inc.	Office furniture for SC	61,352.12
P180621	Southern California Gas Company	Annual Gas Service IVC FY 2017-2018	60,000.00
P179310	Southern Counties Oil Company	Gasoline & diesel fuel SC Transportation	60,000.00
P180383	Quality Office Furnishings, Inc.	Furniture for classroom remodel for IVC	48,799.73
P180958	Xerox Corporation	Copier Maintenance 8 duplicating machines SC	48,740.49
P181358	Citibank	Gasoline purchases FY 2017-2018	45,000.00
P181194	Southern California Edison Company	Annual electricity service ATEP FY 2017-2018	45,000.00
P181330	High Tech Furnishings Ltd.	Set for TV Production for LRC at SC	44,425.33
P180634	Knorr Systems, Inc.	Annual Pool Supplies for SC FY 2017-2018	41,926.60
P180818	Accrediting Commission for Community & Junior Colleges	ACCJE 2017-18 Annual Dues SC	39,846.00
P180560	Xerox Corporation	Annual lease for Color Production Press SC	38,939.80
P180555	Gale Supply Company	Janitorial supplies Bid 337D FY 2017-2018	38,127.34
P179875	Education Advisory Board	Education Advisory Board membership 2017	36,934.00
P181152	Mossy Nissan	2017 Nissan Leaf for SC	34,492.39
P181304	Southern California Gas Company	ATEP Utilities/Infrastructure FY 2017-2018	34,105.33
P180556	Accrediting Commission for Community & Junior Colleges	ACCJE 2017-18 Annual Dues IVC	33,943.00
P180798	West-Lite Supply Company	Electrical Supplies SC FY 2017-2018	30,282.37
P180518	Allsteel, Inc. c/o Quality Office Furnishings	IVC International Center Desks and Chairs	30,122.75
P180741	Pacific Coachways Charter Services, Inc.	Bus rentals for the IVC Athletics	30,000.00
P181021	B & H Photo	Equipment for SC Cinema/TV and Radio Dept.	29,231.76
P181371	CDW Government LLC	Palo Alto security appliance system for District Services	28,545.13
P180622	AT&T	IVC Telephone Service FY 2017-2018	28,000.00
P181414	P & R Paper Supply Company, Inc.	IVC Janitorial Supplies FY 2017-2018	27,554.88
P180459	DS Waters of America, Inc.	Bottled Water Service for SC FY 2017-2018	27,000.00
P180320	Ki C/O Quality Office Furnishings	Furniture for IVC classroom remodel	25,405.52
P180495	Smart Levels Mailing & Printing Inc.	Contract printing SC FY 2017-2018	25,000.00
P179240	County of Orange Treasurer-Tax Collector	Radio cost partnership sharing FY 2017-2018	24,524.00
P180899	Veritiv Operating Company	Janitorial Supplies SC FY 2017-2018	23,584.32
P180515	Phoenix Group Information Sys.	Parking Citation Processing Fees FY 2017-2018	23,000.00
P180903	Xerox Corporation	Lease/Maintenance 2 Xerox duplicating machines SC	22,845.67
P180952	Postmaster	Postage for FALL 2017 Gaucho Guide	22,820.56
P180901	Xerox Corporation	Maintenance 4 duplicating machines SC FY 2017-2018	22,348.86
P181223	Pacific Coachways Charter Services, Inc.	Emeritus Institute Field Trip buses FY 2017-2018	22,000.00
P180676	Xerox Corporation	Copier Maintenance Chancellor's Office FY 2017-2018	22,000.00



South Orange County Community College District

EXHIBIT B
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Purchase Order Ratification (Amount)

June 29, 2017 through August 2, 2017

PO			
Number	Supplier	Description	Amount
P181095	Buckeye Cleaning Center - Los Angeles	IVC Janitorial Supplies FY 2017-2018	21,681.46
P180900	Grace Training Supply	Grace Kits for SC Nursing program Fall 2017	21,489.38
P180961	Waxie Sanitary Supply	IVC Janitorial Supplies FY 2017-2018	21,081.54
P180715	Xerox Corporation	IVC Copier Maintenance Agreement FY 2017-2018	21,000.00
P180551	Federal Express	Federal Express charges for FY 2017-2018	20,000.00
P180077	Rdo Water, LLC	Supplies for SC Grounds FY 2017-2018	20,000.00
P180449	Smart Levels Mailing & Printing Inc.	SC Community Education printing FY 2017-2018	20,000.00
P181352	Smart Levels Mailing & Printing Inc.	SC Community Education printing FY 2017-2018	20,000.00
P180744	Gale Supply Company	IVC Janitorial Supplies FY 2017-2018	18,110.84
P180561	Ricoh Usa Corp	Annual Service for Kodak duplicating machine SC	17,500.00
P180712	Henry Schein, Inc.	SC Athletic Training supplies	17,148.59
P181161	Foundation for California Community Colleges	FUSION Annual License Fee	16,768.70
P180689	Nautel Maine Inc.	Transmitter for SC Executive College Administration	16,230.80
P180800	Walters Wholesale Electric	SC Electrical Supplies FY 2017-2018	16,221.96
P180630	County of Orange Auditor-Controller	Communication Charges Radios IVC Police	16,000.00
P180902	Xerox Corporation	Copier Maintenance 3 duplicating machines SC	15,755.93
P179488	Delta Biologicals	Supplies for IVC Anatomy Lab	15,129.12
P180690	Scms, Inc.	Radio Equipment SC College Administration	15,075.67
P180619	DS Waters of America, Inc.	Bottled Water Service for IVC and ATEP FY 2017-2018	15,000.00
P181344	Mc Kesson General Medical Corp	Medical Supplies for SC Health Center	15,000.00
P180567	Horizon	Annual Supplies for SC Grounds	14,982.21
P180692	Modern Postcard	SC marketing fliers	14,895.00
P180500	Kelly Paper	Printing supplies for SC Duplicating	14,571.11
P181349	LightWerks Communication Systems, Inc.	Audio Visual equipment projectors for IVC	14,102.32
P181101	Ingardia Brothers Produce, Inc.	Groceries for SC Culinary Arts classes FY 2017-2018	14,000.00
P180738	Modern Postcard	Mailing service for SC marketing fliers FY 2017-2018	13,993.00
P181004	Ewing Irrigation Products	IVC irrigation parts order FY 2017-2018	13,785.41
P180458	RossCo Promotions	SC ASB Stamp Booklets	13,500.00
P180636	W. W. Grainger, Inc.	Grounds Supplies SC FY 2017-2018	12,680.43
P180673	Unipak Corporation	Annual supplies SC Custodial	12,567.96
P181013	Wells Fargo #6711 (District)	Student registration credit card processing fees	12,000.00
P180497	Millennium Business Services	SC Instruction printing and binding services	11,927.35
P180687	Xerox Corporation	Copier Maintenance District HR	10,675.06
P181113	South Coast Air Quality Management	SCAQMD Annual Operating Fees	10,662.20
P180968	Systems Source, Inc.	Office furniture for SC	10,628.46
P180420	Automotive Electronic Services	ATRE Grant equipment Scopes for Automotive	10,318.14
P181359	Chevron and Texaco	Blanket PO for gasoline purchases FY 2017-2018	10,300.00
P180520	Errea Sport USA Inc.	Uniforms for IVC Athletics	10,233.99
P180537	County of Orange Auditor-Controller	Communication Charges Radios for IVC Campus Safety	10,000.00
P180817	Moore Medical, LLC	Medical Supplies for IVC Health Center FY 2017-2018	10,000.00
P180904	Xerox Corporation	Copier Maintenance SC FY 2017-2018	10,000.00
P180523	Grp2 Uniforms, Inc.	Uniforms for IVC Police Department	9,697.50
P180521	BSN Sports LLC	Women's Soccer Jerseys, Shorts, Socks, Balls IVC	9,396.83
P181402	Xerox Corporation	Copier Maintenance SC FY 2017-2018	9,330.08
P180536	Grp2 Uniforms, Inc.	Uniforms and supplies for IVC Police Department	9,000.00
P180743	Bone Clones, Inc.	Bones for IVC Anthropology Lab	8,911.06
P180970	Systems Source, Inc.	SC Sciences Building Corridor Furniture	8,840.82
P181266	Spectrum Chemical Mfg. Corporation	SC Chemistry Lab equipment	8,837.66
P180714	Xerox Corporation	Copier Maintenance IVC FY 2017-2018	8,800.00
P181262	California Community College Athletic Association	Membership renewal for IVC Athletics	8,600.00
P181322	Riddell All American	SC Football Team Equipment	8,525.56
P180394	Sapphire Catering	Refreshments for board of trustees meetings	8,500.00
P180566	Yale/Chase Equipment and Services, Inc.	Parts/repairs forklift/delivery vehicles warehouses	8,500.00
P181084	Saddleback Warehouse	Paper for the IVC Duplicating Center	8,423.40
P180426	Quality Office Furnishings, Inc.	IVC International office furniture	8,250.42
P181053	Boathouse Sports	SC Athletic Uniforms	8,096.80
P179758	Grp2 Uniforms, Inc.	Uniforms for SC Campus Police Department	8,000.00
P179241	Traffic Management, Inc.	SC parking signs	8,000.00
P180014	Verizon Wireless	Cell service for Mobile Hotspot SC	8,000.00
P180471	B & H Photo & Electronics Corp.	Photo toners and luster paper for SC Photography	7,679.91
P180799	Graybar Electric Company	Bid R-010741 Electrical Supplies SC FY 2017-2018	7,626.01
P180638	Bishop Company	Bid R-011284 Grounds Supplies SC FY 2017-2018	7,540.58
P180916	Smardan Supply	SC Plumbing Supplies FY 2017-2018	7,052.59



South Orange County Community College District

EXHIBIT B
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Purchase Order Ratification (Amount)

June 29, 2017 through August 2, 2017

PO			
Number	Supplier	Description	Amount
P181090	Micro Center	IVC Techonology supplies FY 2017-2018	7,000.00
P180853	Uline, Inc.	Supplies IVC Performing Arts	7,000.00
P181153	Medco Supply Company	IVC Athletic Training Supplies	6,805.93
P180876	BSN Sports LLC	IVC Athletic Uniforms	6,789.12
P181155	BSN Sports LLC	IVC Athletic Uniforms	6,758.51
P180530	Heritage Window Coverings, Inc.	Window coverings/shades for SC Adult Education	6,675.00
P180749	Carolina Biological Supply	Bid R-01131- Biology SC for FY 2017-2018	6,664.73
P180877	BSN Sports LLC	IVC Athletic Uniforms	6,505.56
P180516	Traffic Management, Inc.	Traffic and parking supplies IVC	6,500.00
P181000	Guitar Center Stores, Inc.	Audio and recording equipment for SC Music	6,491.30
P180942	PJ Printers	Wall Literary Journal 2017 Edition SC English	6,485.00
P180350	Safeway, Inc.	Food supplies SC Child Development FY 2017-2018	6,450.00
P180696	Carolina Biological Supply	Bid R-011069 Biology for IVC FY 2017-2018	6,014.26
P180648	Fry's Electronics	Blanket PO for SC Computer Supplies	6,000.00
P181202	Academic Senate for California Community Colleges	2017-2018 SC Academic Senate Membership Dues	5,920.45
P181089	Asics America Corporation	IVC Athletic Uniforms	5,902.01
P180562	The Sherwin-Williams Co.	SC Grounds White Athletic Field Paint	5,800.00
P181094	Xerox Corporation	Copier Maintenance District Facilities FY 2017-2018	5,700.00
P180633	Leslie's Swimming Pool Supplies	Annual Pool Supplies for SC FY 2017-2018	5,629.70
P181143	Mission Auto Equip & Lifts	Ranger Spray Wash Cabinet with Skimmer for SC	5,538.36
P180629	Orange Empire Conference	IVC Athletics Annual membership	5,500.00
P180809	Orange Empire Conference	SC Athletics Annual membership	5,500.00
P180649	Southern California Football Association	SC Annual Membership Renewal FY 2017-2018	5,500.00
P180742	Boundless Network, Inc.	SC Student Equity Survival Kits	5,463.20
P181082	Keenan & Associates	Media Liability Annual Renewal FY 2017-2018	5,456.00
P181318	S & B Foods	SC Professional Development Week Events	5,400.00
P181442	Airgas USA, LLC	CO2 for SC Swimming Pool	5,387.50
P180967	Xerox Corporation	Copier Maintenance Payroll FY 2017-2018	5,349.48
P180711	Soccerloco	SC Athletic Uniforms	5,288.27
P180932	Naeyc Resource Sales	Child Development Associate Degree Accreditation SC	5,270.00
P180869	Automotive Electronic Services	Fluke 88-5/A Kit Automotive Multimeter Combo	5,161.23
P180663	Blake's Janitorial Supplies	Janitorial Supplies Bid R-006393 IVC FY 2017-2018	5,120.82
P180793	Study in the USA, Inc.	SC online advertisement FY 2017-2018	5,050.00
P180257	Airgas USA, LLC	CO2 for SC swimimng pool	5,000.00
P180543	Fisher Scientific Company, LLC	Instructional supplies for IVC Chemistry Dept.	5,000.00
P180626	Fisher Scientific Company, LLC	Instructional supplies for SC Chemistry Dept.	5,000.00
P181343	Glaxo Smith Kline	Blanket PO for SC Health Center Vaccinations	5,000.00
P180647	Graybar Electric Company	Blanket PO for SC Technology supplies	5,000.00
P180256	Home Depot Mission Viejo	SC Maintenance/Grounds/Custodial supplies	5,000.00
P180852	Home Depot Tustin	Supplies for IVC Performing Arts	5,000.00
P179379	Pacwest Air Filter, LLC	SC HVAC supplies FY 2017-2018	5,000.00
P181305	Repro Xpress	Printing Services for District Facilities FY 2017-2018	5,000.00
P181348	S & B Foods	IVC Ambassador Program FY 2017-2018	5,000.00
P180396	S & B Foods Catering Division	Refreshments for Coffees with Board & Chancellor	5,000.00
P179762	Sierra Soil, Inc.	SC Grounds supplies FY 2017-2018	5,000.00
P180349	Smart & Final	Food supplies SC Child Development FY 2017-2018	5,000.00
P180960	Workday, Inc.	Workday training - On Demand Education	5,000.00
P180691	Xerox Corporation	Copier Maintenance SC Maintenance FY 2017-2018	5,000.00
P180953	Xerox Corporation	Copier Maintenance SC Comm Educ FY 2017-2018	5,000.00
Total Purchase Orders \$5,000 and above			42,737,777.34
882 Purchase Orders Under \$5,000			899,939.54
Total Purchase Orders			43,637,716.88



South Orange County Community College District

EXHIBIT C

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Check Ratification

June 29, 2017 through August 2, 2017

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,148	6,541,372.42
07 IVC Community Education	6	1,108.50
09 SC Community Education	51	107,030.16
12 Child Development	7	874.33
40 Capital Outlay	97	3,041,981.45
68 Self Insurance	8	23,300.15
71 Retiree Benefit	2	439,224.18
95 SC Associated Student Government	13	11,272.05
96 IVC Associated Student Government	4	9,773.00
Total	1,336	10,175,936.24

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: July 2017 Contracts

ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$88,300 for equipment, supplies and maintenance projects.

STATUS

During July 2017, the Acting Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 145 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 69 contracts between \$5,000 to \$100,000 (EXHIBIT A), amounting to \$2,124,277.41. For contract values under \$5,000, an additional 71 contracts were processed amounting to \$114,711.88. The contracts combined total value of \$2,238,989.29 are submitted to the Board of Trustees for ratification, along with an additional 5 contracts with zero dollar value (EXHIBIT B).

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the contracts as presented in EXHIBIT A through EXHIBIT B.



July 2017
Contracts with Values between \$5,000 and \$100,000

CONTRACTOR NAME**CONTRACT AMOUNT**

<u>Community College League of California</u> Software License Agreement – For subscription of PsycArticles, a library database, from 7/1/2017 to 6/30/2018. Saddleback College	\$94,963.77
<u>Laguna Beach Unified School District</u> Grant Subcontract Agreement (Amend No. 1)-To extend the Adult Education Block Grant term from June 30, 2017 to December 31, 2018 at no additional cost. Irvine Valley College	\$91,735.00
<u>John Didion</u> Independent Contractor Agreement – To provide expertise in labor relations and collective bargaining to the District from 7/7/2017 to 7/31/2018. District Services	\$90,000.00
<u>Gregg D. Ander</u> Professional Services Agreement - To facilitate and coordinate the Regional Strong Workforce Program's Energy Automation and Contracts Project from 7/1/2017 to 6/30/2018. Irvine Valley College	\$88,000.00
<u>Walter DiMantova</u> Professional Services Agreement- To facilitate and coordinate the Regional Strong Workforce Program's Energy Automation and Contracts Project from 7/1/2017 to 6/30/2018. Irvine Valley College	\$88,000.00
<u>Cambridge West Partnership, LLC</u> Independent Contractor Agreement- For consulting services on fiscal and facilities related projects from 7/1/2017 to 12/31/2017. District Services	\$82,000.00
<u>BPI Inspection Services</u> DSA Inspection Services Agreement- To provide Division of the State Architect (DSA) inspection services for Gym & Baseball Stadium Bleachers Projects from 6/16/2017 to 12/16/2017. Saddleback College	\$81,120.00
<u>EPD Solutions</u> Professional Services Agreement – To provide environmental planning services for the Saddleback College Athletics Stadium and Site Improvement Project from 6/19/2017 to 1/31/2019. District Services	\$70,981.00

<u>Supinger Strategies</u> Professional Services Agreement – To provide information regarding state-level legislative and budgetary matters from 6/1/2017 to 6/30/2020. District Services	\$68,400.00
<u>El Camino Asphalt Corporation</u> Field Services Agreement - To repair campus asphalt parking lots from 6/12/2017 to 9/12/2017. Saddleback College	\$67,300.00
<u>Meridian IT, Inc.</u> Maintenance Agreement – To provide maintenance services for Nutanix servers and Arista switches from 7/1/2017 to 6/30/2018. District Services	\$60,859.20
<u>Blue Tiger, Inc. Consulting</u> Professional Services Agreement- For consulting services relating to the Adult Education Block Grant's Data and Accountability grant from 1/1/2018 to 6/30/2018. Irvine Valley College	\$60,000.00
<u>Quick Caption</u> Professional Services Agreement – To provide real-time and video captioning services for hearing impaired students from 7/1/2017 to 6/30/2018. Saddleback College	\$60,000.00
<u>Haitbrink Asphalt Paving, Inc.</u> Facility Use Agreement – To provide paving, curb and roadway traffic sign painting from 7/24/2017 to 8/14/2017. Irvine Valley College	\$59,860.00
<u>CliftonLarsonAllen, LLP</u> Professional Services Agreement (Amend No.1) – To change business name from Vicenti, Lloyd & Stutzman, LLP to provide financial investigative services under same terms and conditions. District Services	\$55,000.00
<u>Facility Dynamics Engineering</u> Commissioning Services Agreement – To provide engineering services for the Data Center's existing air conditioning system from 7/24/2017 to 1/24/2018. District Services	\$54,500.00
<u>Mad Science of Orange County</u> Educational Services Agreement – For community education presenter to offer science classes from 7/1/2017 to 6/30/2018. Saddleback College	\$48,000.00
<u>Capistrano Unified School District</u> Educational Services Agreement (Amend No.4) - No cost extension of after-school programs from 7/1/2017 to 6/30/2018. Saddleback College	\$48,000.00

<u>Jean Marie Christian</u> Educational Services Agreement- For community education presenter to offer children's art classes from 7/1/2017 to 6/30/2018. Saddleback College	\$47,250.00
<u>Quezada Pro Landscape</u> Professional Services Agreement- For tree removal services from 7/1/2017 to 10/1/2017. Saddleback College	\$45,775.00
<u>Young Rembrandts</u> Educational Services Agreement- For community education presenter to offer art classes from 7/1/2017 to 6/30/2018. Saddleback College	\$43,200.00
<u>T and D Communications, Inc.</u> Professional Services Agreement – To relocate network cabling connection services from 7/1/17 to 6/30/18. Irvine Valley College	\$40,000.00
<u>Chancellor's Office of the California Community Colleges</u> Subscription Services – To provide data collection and reporting requirements for Student Right to Know project from 7/1/2017 to 6/30/2020. District Services	\$35,400.00
<u>Laguna Ballet</u> Professional Services Agreement- To provide a Nutcracker performance in McKinney Theatre from 12/11/2017 to 12/17/2017. Saddleback College	\$35,000.00
<u>The Turnip Rose</u> Catering and Facility Use Agreement- For fund raising event for the 2018 Foundation Awards Dinner on 3/10/2018. Irvine Valley College	\$32,787.46
<u>336 Productions, LLC</u> Professional Services Agreement (Amend No.1) - For additional interview filming services of \$6,600 for a revised contract total of \$32,300. District Services	\$32,300.00
<u>The Coast Vintage Market LLC</u> License to Use Agreement – To operate a monthly vintage flea market from 7/1/2017 to 12/31/2018. Saddleback College	\$31,500.00 (Revenue)
<u>Puretec Industrial Water</u> Professional Services Agreement- To provide maintenance and repair services on the deionized water system in the Science building from 7/1/2017 to 6/30/2019. Saddleback College	\$30,000.00

<u>RJ's Coaching and Consulting</u> Independent Contractor Services – To promote and facilitate externships for the Energy, Construction and Utilities Deputy Sector Navigator from 7/1/2017 to 6/30/2018. Irvine Valley College	\$29,500.00
<u>Facility Dynamics Engineering Corporation</u> Commissioning Consultant Services Agreement – To provide building commissioning services for the Saddleback College Athletics Stadium and Site Improvement Project from 6/19/2017 to 2/19/2019. District Services	\$29,300.00
<u>Competitive Analytics</u> Independent Contractor Agreement (Amend No.2) - For additional analytical and strategic business intelligence services of \$5,000.00 for IT department for a total contract value of \$25,000. District Services	\$25,000.00
<u>Southern California PGA</u> Educational Services Agreement- For community education presenter to offer golf skills clinics and a golf summer camp from 7/1/2017 to 6/30/2018. Saddleback College	\$25,000.00
<u>Economic Modeling, LLC</u> Software Subscription Agreement – To provide access to labor market research software from 7/1/2017 to 6/30/2018. District Services	\$20,000.00
<u>Sheila Forsberg</u> Professional Services Agreement – To provide services to assess, evaluate, create and provide job classification and compensation specifications from 5/1/2017 to 6/30/2019. District Services	\$20,000.00
<u>Essence Entertainment</u> Professional Services Agreement – To provide contracted musicians for the instrumental music concert season from 7/1/2017 to 6/30/2018. Irvine Valley College	\$18,500.00
<u>Outfront Media</u> Advertising Agreement- To provide advertising production and LA OCTA bus advertising from 7/10/2017 to 8/20/2017. Saddleback College	\$17,706.00
<u>Koury Engineering & Testing, Inc.</u> Professional Services Agreement – To provide geotechnical testing and special inspection services for the Monument Signs Replacement Project from 6/21/2017 to 11/21/2017 Irvine Valley College	\$15,248.00

<u>CDW – Government</u> Software License – For a subscription to BitDefender GravityZone to provide security for virtualized environments from 7/1/2017 to 6/30/2020. District Services	\$15,231.75
<u>Emcor Services</u> Field Services Agreement – To provide annual HVAC repairs campus wide from 7/1/2017 to 6/30/2018. Irvine Valley College	\$13,000.00
<u>Quezada Pro Landscape</u> Field Service Agreement- To provide annual tree and landscaping services from 7/1/2017 to 6/30/2018. Irvine Valley College	\$13,000.00
<u>Northern Micrographics</u> Independent Contractor Agreement- To provide digitalization services of all issues of the WALL, a student literary publication, from 4/1/2017 to 6/30/2017. Saddleback College	\$12,026.23
<u>Grace and Zen</u> Educational Services Agreement- For community education presenter to offer Kids Yoga course from 7/1/2017 to 6/30/2018. Saddleback College	\$11,250.00
<u>Madas, Inc.</u> Independent Contractor Agreement –To identify new opportunities for Economic and Workforce Development (EWD) programs from 7/3/2017 to 9/4/2017. Irvine Valley College	\$10,500.00
<u>Education 2 Go</u> Educational Services Agreement- For community education presenter to offer broker online courses from 7/1/2017 to 6/30/2018. Saddleback College	\$10,000.00
<u>Glass Spectrum</u> Educational Services Agreement- For community education presenter to offer stained glass courses from 7/1/2017 to 6/30/2018. Saddleback College	\$10,000.00
<u>Pacific Plumbing Co.</u> Field Service Agreement- To provide annual plumbing repair services from 7/1/2017 to 6/30/2018. Irvine Valley College	\$10,000.00
<u>Wired Planet</u> Professional Services Agreement- To provide website design services from 7/1/2017 to 6/30/2018. District Services	\$10,000.00

<u>C.R.I. Electric, Inc.</u> Field Service Agreement – To add power and data cables to the Emeritus Department in the Health Science Building from 7/1/2017 to 10/1/2017. Saddleback College	\$9,988.00
<u>Zapp Pest Management</u> Field Service Agreement- To provide annual pest control services from 7/1/2017 to 7/30/2018. Irvine Valley College	\$9,840.00
<u>The Regents of the University of California</u> Educational Services Facility Use Agreement- For community education classes for University of California at Irvine (UCI) Writing Project from 6/26/2017 to 7/13/2017. Saddleback College	\$9,225.00 (Revenue)
<u>Beard Investigative Services</u> Independent Contractor Agreement – To provide background investigation services from 7/1/2017 to 6/30/2018. Irvine Valley College	\$9,000.00
<u>Cedar Lake Camp</u> Facility Use Contract – To use camp facilities for student body leadership training from 10/14/2017 to 10/15/2017. Irvine Valley College	\$8,750.00
<u>Veolia Energy</u> Field Services Agreement – To provide maintenance service for emergency power generators from 7/1/2017 to 6/30/2018. Irvine Valley College	\$8,600.00
<u>FATV Career America, LLC</u> Subscription License Agreement – To provide Financial Aid TV, a customizable online educational service, from 7/15/2017 to 7/14/2018. Irvine Valley College	\$8,500.00
<u>Riddell All American</u> Independent Contractor Agreement – To provide reconditioning services for football helmets from 7/3/2017 to 6/30/2018. Saddleback College	\$8,000.00
<u>McCallum Group, Inc.</u> Professional Services Agreement – To provide state legislative advocacy services from 7/1/2017 to 8/31/2017. District Services	\$8,000.00
<u>Pro Line Gym Floor</u> Field Service Agreement-For refinishing services of gym from 7/1/2017 to 8/20/2017. Irvine Valley College	\$7,900.00

<u>Certiport</u> Software License Agreement – For subscription of a certification software, for engineering students to take exams on Autodesk programs from 7/1/2017 to 6/30/2018. Irvine Valley College	\$7,800.00
<u>Emcor Services</u> Field Service Agreement – To provide annual maintenance for HVAC automation systems from 7/1/2017 to 6/30/2018. Irvine Valley College	\$7,800.00
<u>Kratos Public Safety & Security Solutions, Inc.</u> Field Services Agreement – For the annual maintenance service and software support of proximity card, door lock security system in the Health Sciences Building from 7/1/2017 to 6/30/2018. District Services	\$7,536.00
<u>Clip Interpreting</u> Independent Contractor Agreement – To provide sign language interpreting services for the hearing impaired from 8/21/2017 to 6/30/2018. Saddleback College	\$7,500.00
<u>Gilbert and Stearns</u> Field Service Agreement - To provide general electrical services from 7/1/2017 to 6/30/2018. Irvine Valley College	\$7,500.00
<u>Xin Yi Language Institute</u> Educational Services Agreement - For community education presenter to offer Mandarin Chinese from 7/1/2017 to 6/30/2018. Saddleback College	\$7,000.00
<u>Capitol Advocacy Partners</u> Professional Services Agreement – To provide federal legislative advocacy from 7/1/2017 to 8/31/17. District Services	\$7,000.00
<u>IBI Group</u> Architectural Services Agreement- For design services for the Monument Signs Replacement Project from 5/30/2017 to 8/30/2018. Irvine Valley College	\$6,650.00
<u>GetGo, Inc.</u> Software Agreement (Amend No.1) - To change the business name from LogMeIn. Software subscription will assist the Technology Services Department's help desk from 6/28/2017 to 6/28/2018. Irvine Valley College	\$5,495.00
<u>Purple Communications</u> Professional Services Agreement – To provide sign language interpreting services for the hearing impaired from 7/1/2017 to 6/30/2018. Saddleback College	\$5,000.00

<u>LightWerks Communication Systems, Inc.</u> Independent Contractor Agreement – To provide installation of equipment and programming services from 7/21/2017 to 12/31/2017. Irvine Valley College	\$5,000.00
<u>Avonnette Bruce</u> Educational Services Agreement – For community education presenter to offer kindergarten summer connection courses from 7/1/2017 to 6/30/2018. Saddleback College	\$5,000.00



July 2017
Contracts with Values of \$0

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>TW Audio</u> Professional Services Agreement- To provide audio equipment rental services for Summer of Theatre from 7/5/2017 to 7/24/2017. Saddleback College	\$0.00
<u>Digital Architecture</u> Software Service Agreement – For online catalog software used to update course information from 7/1/17 to 6/30/18. Irvine Valley College	\$0.00
<u>Heartland Hospice/HCR Manor</u> Clinical Affiliation Agreement- For on-site clinical internship for students enrolled in Nursing Programs from 5/10/2017 to 5/10/2022. Saddleback College	\$0.00
<u>CBS Radio, Inc DBA KAMP FM</u> Independent Contractor Agreement – To provide music and disc jockey services for ASIVC student events from 7/1/2017 to 6/30/2019. Irvine Valley College- ASIVC	\$0.00
<u>Maxcare Hospice</u> Clinical Affiliation Agreement – To provide on-site clinical experience for students enrolled in the nursing program from 6/26/2017 to 6/26/2022. Saddleback College	\$0.00

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College: FY 2017-2018 Adopted Student Government Budgets

ACTION: Approval

BACKGROUND

On May 15, 2017, the Board of Trustees approved the Saddleback College Associated Student Government (ASG) and Associated Student Government of Irvine Valley College (ASIVC) tentative budgets for FY 2017-2018. Funding for the budgets is derived from the sale of student government activity stickers as well as bookstore and food service commissions. The budgets are established to fund student activities that are educational, social, and/or supportive of student clubs and co-curricular programs. In addition, the budgets provide funding for student scholarships.

STATUS

Since approval of the tentative budgets by the Board of Trustees, the beginning balance for the ASIVC budget has increased from \$149,000 to \$207,274. The beginning balance for Saddleback College ASG has increased from \$60,000 to \$82,980. Expenses have been adjusted to match the total available resources. The SC ASG and ASIVC emergency reserve accounts are set according to each college's policy.

The ASIVC and Saddleback College ASG adopted budgets for FY 2017-2018 are presented as EXHIBITS A and B respectively. The presentation of the ASG and ASIVC budgets includes tables comparing the Tentative Budget to the Adopted Budget.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the FY 2017-2018 Adopted Student Government Budgets as presented in EXHIBITS A and B.



IRVINE VALLEY
COLLEGE



ASSOCIATED STUDENT GOVERNMENT (ASG) OF IRVINE VALLEY COLLEGE (IVC)

FY 2017-2018

BUDGET PRESENTATION

BOARD OF TRUSTEES

MONDAY, AUGUST 21, 2017

PRESENTED BY: SAMANTHA ZAN- ASG OF IVC PRESIDENT

FY 2017-2018 ASIVC BUDGET

Sources and Uses of Funds	FY 2016-2017 Adopted Budget	FY 2017-2018 Tentative Budget	FY 2017-2018 Adopted Budget	Change (from Adopted to Tentative)	Notes:
Beginning Fund Balance	161,126	149,000	207,274	58,274 a	
Revenue					
Bookstore	403,002	436,000	450,000	14,000 b	
ASIVC Activity Sticker Sales	52,020	54,000	54,000	0	
Cafeteria	70,000	90,000	90,000	0	
Total Sources of Funds	686,148	729,000	801,274	72,274	
ASG of IVC (Budget, Community Outreach, Diversity)	12,000	18,100	18,100	0	
ASG of IVC (Facilities, Technology, Public Relations)	51,360	13,000	13,000	0	
ASG of IVC (Leadership and Development)	23,500	63,700	63,700	0	
ASG of IVC (Legislative, Student Activities)	36,000	25,000	25,000	0	
Campus and Student Life Events (Laser Week, Homecoming, Preview Day, Commencement, Scholarship)	39,500	86,000	86,000	0	
Co-Curricular Programs	171,000	95,000	95,000	0	
Department Support (including Cafeteria, Games Room)	38,800	164,965	164,965	0	
Scholarships	40,000	40,000	40,000	0	
Student Clubs/Organizations/I4C	45,340	27,500	27,500	0	
Student Life Operations (Office Supplies, Salaries and Benefits)	96,500	145,120	145,120	0	
Contingency Funds/Mid Year Request	132,148	50,615	122,889	72,274 c	
Total Uses of Funds	\$686,148	\$729,000	\$801,274	\$72,274	

- a. Beginning balance is more than previous years due to not all of the allocated funds being expended.
- b. Final negotiations of the new Bookstore Contract took place after the tentative budget was presented; this amount is the First Year Guarantee. Our intent is to move to an opt-out funding for ASG activity stickers in 2018.
- c. As our beginning balance is significantly higher than what we anticipated, we have allocated these funds temporarily into our contingency account until our student Budget and Finance Committee members can make further recommendations for the use and/or allocation of funds to the ASG of IVC. Priority has been designated to funding for cafeteria repairs and equipment pending the development of a long term equipment replacement schedule.

ASG OF IVC BUDGET HIGHLIGHTS FY 2017-2018

- We had a record number of submissions this year - 102 individual requests for funds totaling \$2.7 million (up from 72 requests for 1.4 million in 2015-2016).
- Budgeted: **\$801,274** for FY 2017- 2018
 - ▶ PROJECTED \$207,274 carry over due to ASIVC funds allocated not utilized this year
 - ▶ PROJECTED \$54,000 ASIVC sticker sales (we anticipate additional funds with a change to an opt-out system for sales but the roll outdate has yet to be finalized)
 - ▶ PROJECTED \$450,000 Bookstore sales (funding based on commission sales and first year guarantee)
 - ▶ CONTRACTED \$90,000 Cafeteria Sales
- Contingency funds – \$122,889
 - As our beginning balance is significantly higher than what we anticipated, we have allocated these funds temporarily into our contingency account until our student budget and finance committee members can make further recommendations for the use and/or allocation of funds to the ASG of IVC.
 - As per FY 2016-2017 ASG of IVC recommendations - priority has been designated to funding for cafeteria repairs and equipment pending the development of a long term equipment replacement schedule.

FY 2017-2018 ASG OF IVC GOALS

- GOAL 1 - SERVICES AND ACTIVITIES:

- Purposeful connections with campus on events such as Laser week
 - Take your Faculty to Lunch
 - Academic Program Meet & Greet
 - Laser Rewards program



- GOAL 2 - STUDENT LEADERSHIP DEVELOPMENT:

- Extensive training to ensure effective student participation in campus and district shared governance
- New equity student leadership modules to increase all students cultural competencies, skills and knowledge

- GOAL 3 - FACILITIES AND TECHNOLOGY:

- Reconfiguring our student game room space into a leadership center where members and advisors of student clubs and organizations can work, study, meet and network.

- Goal 4 – FISCAL MANAGEMENT:

- Continuing our efforts to work with local businesses and companies to offer student discounts.

Associated Student Government (ASG) of Irvine Valley College (IVC) ASIVC Budget Allocation Detail FY 2017-2018				
	Description	FY 2015-2016 Adopted	FY 2016-2017 Adopted	FY 2017-2018 Adopted
	ESTIMATED REVENUE			
	Beginning Fund Balance	\$193,963	\$161,126	\$207,274
	ASIVC Sticker Sales	\$55,000	\$52,020	\$54,000
	Bookstore Commissions	\$410,000	\$403,002	\$450,000
	Cafeteria Commissions	\$70,000	\$70,000	\$90,000
	TOTAL	\$728,963	\$686,148	\$801,274
Resource Request	CLUB SUPPORT			
1811, 1818, 1822-1825, 1827, 1830, 1833, 1835, 1843	ASEC: Event Support and Project Supplies	\$1,000	\$2,340	\$3,000
1838	Circle K International Club: Leadership Retreats and Fall Training Conference	\$500	\$2,000	\$3,500
1801, 1875	Pharmaceutical Health Sciences (PHS) Club: Stethoscopes and Event Supplies			\$1,000
		\$1,500	\$4,340	\$7,500
	Co-Curricular Program support			
1711	Administration of Justice - XTE: Fall Conference	\$25,000	\$14,000	\$7,000

Associated Student Government (ASG) of Irvine Valley College (IVC) ASIVC Budget Allocation Detail FY 2017-2018				
	Description	FY 2015-2016 Adopted	FY 2016-2017 Adopted	FY 2017-2018 Adopted
1845	Dance: Student Competition Lodging, Supplies, End of the Year Banquet	\$21,000	\$16,000	\$14,000
1264	Forensics/Speech and Debate: Student Registration, Lodging, Meals and Transportation Costs	\$28,000	\$26,000	\$30,000
1231	Model United Nations Program: Student Conference Costs	\$25,000	\$18,000	\$18,000
1783	Phi Theta Kappa: Student Conference Costs	\$15,000	\$14,000	\$14,000
1891	Psi Beta: Chapter Student Conference Costs	\$500	\$10,000	\$12,000
		\$114,500	\$98,000	\$95,000
	Department Support			
1902	ELEVATE/AANAPISI: Multicultural Event Refreshments			\$2,000
1894	Career Center: Event Refreshments	\$6,500	\$2,000	\$1,620
1725, 1724	DSPS: Event Support - Awareness Day, Horticultral Therapy Workshop, Student/Parent Information Night			\$1,300
1440	English: Printing Costs for The Ear Literary Journal	\$1,000	\$1,000	\$1,000

Associated Student Government (ASG) of Irvine Valley College (IVC) ASIVC Budget Allocation Detail FY 2017-2018				
	Description	FY 2015-2016 Adopted	FY 2016-2017 Adopted	FY 2017-2018 Adopted
1588, 1589, 1590	EOPS: Event Support - Adopt-a-Family Program, Parents Celebration, Recognition Ceremony	\$5,000	\$5,250	\$9,165
1882	Guidance and Counseling: Event Support - Horticultural Therapy Workshops			\$500
1261	Honors Program: Event Support, Undergraduate Research Conferences	\$6,000	\$6,500	\$7,000
914	Kinesiology, Health and Athletics 5: ASIVC funds for Intercollegiate Athletics Supplies, Travel Costs	\$111,000	\$65,000	\$65,000
1558	LGTBQ+ Advocate: Safe Space Training		\$1,000	\$500
	Music: College Band Directors National Association National Conference (CBDNANC)	\$8,000	\$8,000	\$8,650
	Music: Music Association of California Community Colleges State Conference (MACCC)	\$8,000	\$7,000	\$7,650
1649	Music: Student Composers' Competition Awards			\$700
1804	Office of Safety and Security: Cadet Program Uniforms and Supplies			\$5,000

Associated Student Government (ASG) of Irvine Valley College (IVC) ASIVC Budget Allocation Detail FY 2017-2018				
	Description	FY 2015-2016 Adopted	FY 2016-2017 Adopted	FY 2017-2018 Adopted
1677	Student Ambassadors Program: Supplies and Event Support	\$12,000	\$4,000	\$4,000
1660	Theater: Musician Contract Services for 2017-2018 Theater Productions	\$7,750	\$8,000	\$8,500
1892	Transfer Center: Event Refreshments	\$6,000	\$8,550	\$8,880
1299	Veterans Center: Outreach Support and Meet and Greet		\$1,000	\$1,500
		\$171,250	\$117,300	\$132,965
	ASG of IVC			
1494	Budget and Finance Committee: Hearings Refreshments			\$600
1499	Contingency Funds/Mid Year Requests	\$80,000	\$132,148	\$122,889
1867	Community Outreach Committee: Outreach Supplies and Event Support		\$2,000	\$2,000
1861	Development Committee: Fall and Spring Retreats		\$18,000	\$22,500
1654	Diversity & Equity Committee: Multicultural Programs and Events	\$3,000	\$10,000	\$15,500
1848	Facilities and Technology Committee: Facilities Equipment & Supplies		\$12,000	\$2,000

Associated Student Government (ASG) of Irvine Valley College (IVC) ASIVC Budget Allocation Detail FY 2017-2018				
	Description	FY 2015-2016 Adopted	FY 2016-2017 Adopted	FY 2017-2018 Adopted
1771	Interclub/Co-Curricular Council: Club Funds (\$250 per Semester Funds)	\$8,000	\$7,500	\$9,000
1771	Interclub/Co-Curricular Council: Activities (2 Club Days)		\$16,500	\$11,000
1726	Legislative Branch: Fall Meet and Greetings, Take Your Faculty To Lunch (2 semesters), ASG Awareness Day (Spring)		\$16,000	\$15,000
1874	Public Relations Committee: PR Equipment and Supplies	N/A	\$5,000	\$2,000
1050	Scholarship Awards	\$30,000	\$40,000	\$40,000
1772	Student Activities Committee: Events (Fear Fest, Cram Week, TBD)	\$10,000	\$20,000	\$10,000
		\$131,000	\$279,148	\$252,489
	STUDENT LIFE			
1869	Cafeteria: Repairs and Renovations			\$14,000
1497	Annual Activities (Constitution Day, Welcome Weeks, Holiday Celebrations, Open Forums)		\$20,000	\$22,000
1045	Commencement Ceremony	\$14,000	\$14,500	\$15,000
1459	Diversity & Equity/Multicultural Leadership Training			\$10,000
1481	End of the Year Awards Ceremony		\$5,500	\$5,500

Associated Student Government (ASG) of Irvine Valley College (IVC) ASIVC Budget Allocation Detail FY 2017-2018				
	Description	FY 2015-2016 Adopted	FY 2016-2017 Adopted	FY 2017-2018 Adopted
1925	Game Room NBU	\$13,728	\$16,000	\$18,000
1489	Facilities Renovations		\$20,000	\$9,000
1487	Homecoming : Activities/Scholarships		\$6,000	\$7,000
1929	Laser Rewards Program			\$10,000
1480	Laser Week/Student Convocation - Fall 2017		\$8,000	\$4,000
1049	Leadership Development Events and Activities: ASG, I4C, Committee, Executive Pre-Fall, Fall, Winter, Spring Trainings		\$20,000	\$25,700
1490, 1806	Office Supplies: Duplicating, Padfolios, Shirts, Supplies	\$4,537	\$4,500	\$5,000
1924	Office Assistant Salaries and Benefits	\$80,765	\$95,000	\$97,000
1052	Operations: Equipment, Promotions, Utilities		\$30,000	\$43,120
1481	President's Cup: Event Refreshments and Supplies		\$7,000	\$7,000
1047	Preview Day: Event Refreshments/Facilities Rental	\$17,000	\$9,000	\$12,000
1046, 1851	Scholarship Awards Ceremony - Facilities, Refreshments	\$7,000	\$12,000	\$9,000
		\$137,030	\$247,500	\$313,320



Associated Student Government FY 2017-2018 Adopted Budget Presentation

SOCCCD Board of Trustees
August 21, 2017

Presented by:
Erica Delamare, ASG President
Stephanie Strain, ASG Director of Budget and Finance

Tentative Budget Chart

Sources and Uses of Funds	FY 2016-2017 Adopted	FY 2017-2018 Tentative	FY 2017-2018 Adopted	Change	Note
Sources of Funds					
Beginning Balance	148,681	60,000	82,980	22,980	A
<i>Revenue</i>					
Bookstore/Cafeteria/Vending	224,000	215,000	271,000	56,000	B
Stamp Sales	50,000	50,000	50,000	-	C
Total Sources of Funds	422,681	325,000	403,980	78,980	D
Uses of Funds					
Campus Life	54,400	34,700	65,300	30,600	E
Co-Curricular Programs	31,500	28,000	31,500	3,500	E
ASG Operations	11,000	7,300	14,789	7,489	E
ASG Operations (Personnel, Non-Discretionary)	130,795	126,800	120,095	(6,705)	F
Student Support	52,718	31,700	51,100	19,400	E
Mid-Year Requests	-	-	-	-	G
Scholarships	100,000	65,000	80,796	15,796	H
Emergency Reserve	42,268	31,500	40,400	8900	H
Total Uses of Funds	422,681	325,000	403,980	78,980	D

A. Increase due to more unused funds not spent than anticipated in tentative

B. Increase in revenue from contracted services due to first year guarantee of the new bookstore contract.

C. Stamp Sales have stabilized; we have approximately generated this amount in consecutive years

D. Total sources of funds increased due to bookstore first year guarantee and larger beginning balance than anticipated

E. Increased from tentative due to increased contracted revenue

F. Decrease from tentative due to miscalculation error from tentative.

G. Removing Mid-Year Requests in lieu of Special Topic Grants.

H. Scholarships and Emergency reserve reflect 20% and 10% of the Sources of Funds, respectively.

Budget Highlights

- \$82,980 in beginning balance due to unused funds from Fiscal Year 2016-2017.
- \$50,000 projected in Stamp Sales
- Increase in contracted revenue from the tentative budget due to the first year guarantee of the new bookstore contract. * (ASG receives 40.72% of contracted services revenue)
 - Bookstore \$244,000
 - Cafeteria/Coffee Cart/Vending \$27,000
- ASG has committed to donate 20% of total Sources of Funds toward student scholarships.
- Mid-Year Requests are being phased out in lieu of Special Topic Grants being dispersed directly from the ASG Budget Committee.

FY 2017-2018 ASG Goals

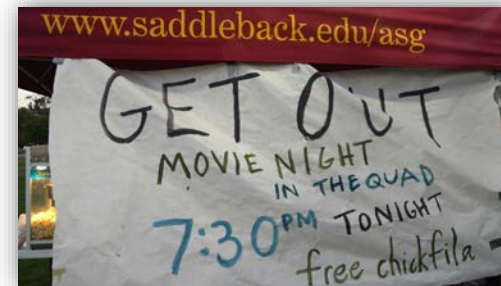
Goal 1 – Communication and Outreach

- ASG will continue to build on the Director of Division Affairs position to create increased dialogue with each division.
- ASG has created a new position that will work with sustainability efforts and be the representative to work with campus and district administration on initiatives.



Goal 2 – Increase Assessment of Programs and Services

ASG will have a greater focus on assessing the programs and services that are provided by and funded through ASG to gauge the impact on student experiences and to make programs and services better in the future.



Goal 3 – Programs and Services that Aid Students in Attaining Their Academic Pursuits

- ASG plans to work with Student Health to continue to raise awareness and funds for the Student Emergency Fund and support for the food pantry and clothing bank.
- ASG will continue with existing programs such as the Turkey Drive, Adopt a Family and Awareness Days and also explore and support other programs and services that will help aid students in their academic endeavors.





Associated Student Government Budget



USES OF FUNDS			
Division Title			
#. Allocation Title	Type*	FY 2016-2017 ADOPTED	FY 2017-2018 ADOPTED
Advanced Technology and Applied Science			
1. Earth Week	CL	2,900	2,900
Total		2,900	2,900
Business Science			
1. Business Development Project	CC	1,500	1,500
Total		1,500	1,500
Fine Arts and Media Technology			
1. Noon Concert Hour Series	CL	1,000	1,000
2. Guest Artists	CC	3,000	3,000
4. Readers Theater (Speech/Forensics)	CC	500	500
6. Speech/Forensics Team Lodging, Meals, & Fees	SS	8,000	7,500
8. Film Festival	CL	1,000	1,000
9. CBI National College Media	SS	2,000	2,000
10. FILM II Grants	SS	2,000	2,000
Total		17,500	17,000
Health Sciences and Human Services			
1. Medical Assistant Graduation	SS	500	500
2. Human Services Graduation Reception	SS	500	500
3. Red Ribbon Substance Abuse Criminal Justice Career Fair	CC	1,000	1,000
6. Nursing Pinning Ceremony	SS	1,500	1,500
7. CAADE Conference	SS	1,000	1,000
9. Annual NSNA Convention (CNSA Club)	SS	5,900	5,500
10. CNSA State Convention	SS	1,000	1,000
Total		11,400	11,000
Liberal Arts			
1. Annual Journalism Banquet	CL	800	800
2. Dia De Los Muertos Event	CL	800	800
3. Gender Conference	CC	1,000	1,000
4. Ramadan Event	CL	1,000	1,000
5. International Film Festival	CL	1,000	1,000
6. Latin Film Festival	CL	800	700
7. Day of Silence	CL	800	700



Associated Student Government Budget



USES OF FUNDS			
Division Title			
#. Allocation Title	Type*	FY 2016-2017 ADOPTED	FY 2017-2018 ADOPTED
8. Student Journalism Scholarships	SS	800	700
9. PTK Conference/Travel	SS	1,600	1,600
Total		8,600	8,300
Online Education and Learning Resources			
1. Student Study Session	SS	1,000	800
2. Crunch Time	SS	2,000	1,400
Total		3,000	2,200
Math, Science and Engineering			
1. Science Lecture Series	CC	15,000	15,000
3. MSE Academic Triathlon	CC	2,000	2,000
Total		17,000	17,000
Kinesiology and Athletics			
2. American College Dance Festival	CL	2,000	2,000
3. Athletics Pep Squad Camp Workshop	SS	4,700	4,500
Total		6,700	6,500
Social and Behavioral Sciences			
Series	CC	2,500	2,500
2. Sociology - ASF and PFLAG	CL	1,000	1,000
3. Women's and Gender Studies	CL	3,000	3,000
4. CD/EDUC - Speaker Series	CC	2,000	2,000
5. Psychology - Speaker Series	CC	2,000	2,000
6. GEOG Poster Session	CC	1,000	1,000
7. Anthropology Conference Student Scholarship Program	SS	2,500	2,000
8. Geography - Conference	SS	1,500	1,500
Total		15,500	15,000
Transfer, Career and Special Programs			
1. DSPS Ability Awareness Week	CL	1,500	1,500
2. DSPS Student & Volunteer Recognition Dinner	CL	1,000	1,000
3. DSPS Student/Co-Curricular Support Program	SS	1,700	1,700
6. Transfer Celebration	CL	2,000	2,000
7. Women's Conference	CL	1,000	1,000
8. VETS Resource Fair/VETS Day/Recognition	CL	3,000	3,000



Associated Student Government Budget



USES OF FUNDS			
Division Title			
#. Allocation Title	Type*	FY 2016-2017 ADOPTED	FY 2017-2018 ADOPTED
9. EOPS Student Recognition	SS	1,000	1,000
10. EOPS Winter Workshop	CL	1,000	900
13. EOPS Graduation Caps & Gowns	SS	500	500
14. Adaptive Kinesiology Mentorship Program	SS	1,500	1,200
15. VETS Mentorship Program	SS	1,500	1,200
Total		15,700	15,000
Campus Life			
1. Office Assistant Personnel	D	57,000	55,000
2. NBU Staff	D	52,000	41,800
3. Campus Life Squad Student Employees	OP	8,000	6,500
4. Commencement	D	4,000	4,000
5. Campus Life Program	CL	10,000	10,000
Total		131,000	117,300
ASG			
1. ASB Fund Card Purchase Agreement (revenue generating)	D	13,550	14,550
2. Duplication	D	2,000	2,000
3. Copier Agreement	D	0	0
4. Credit Card Fee	D	45	45
5. Postage	D	200	200
6. Move Ticket Consignment (revenue generating)	D	2,000	2,500
7. Symplicity (online students engagement and communications system)	D	0	0
8. Events Committee Budget	CL	4,000	6,000
9. ASG Leadership Training Retreats (Board of Directors)	OP	1,000	2,000
10. End of the Year Banquet (Board of Directors)	SS	1,018	500
11. Board of Directors Programming	CL	1,800	6,000
12. Special Topic Grants, Mid-Year Allocations (Budget Committee)	SS	9,000	11,000
13. Supplies (Budget Committee)	OP	1,000	3,289
14. Veterans Student Council	CL	3,000	4,000
15. Honors Student Council	CL	3,000	4,000
16. International & Diversity Student Council	CL	3,000	4,000
17. Inter-Club Council	CL	4,000	6,000
18. Publicity Committee	OP	1,000	3,000
19. Clothing (Board of Directors)	OP	0	0



Associated Student Government Budget



USES OF FUNDS			
Division Title			
#. Allocation Title	Type*	FY 2016-2017 ADOPTED	FY 2017-2018 ADOPTED
20. Crunch Time	SS	0	0
21. Student Clubs Executive Board	CL	0	0
ASG Total		49,613	69,084
Student Scholarships			
1. SC Foundation Scholarships		70,000	56,296
2. Book Loan Program		10,000	7,500
3. Student Parent/CDC		20,000	17,000
Total		100,000	80,796
Reserves			
1. Reserve for Mid-Year Allocations		0	0
2. Emergency Reserve		42,268	40,400
Total		42,268	40,400
TOTAL USES OF FUNDS		\$422,681	\$403,980
SOURCES OF FUNDS			
Contract Revenue		224,000	271,000
Stamp Sales Revenue		50,000	50,000
SUBTOTAL PROJECTED REVENUE		\$274,000	\$321,000
Emergency Reserve		42,268	0
Beginning Balance		106,413	82,980
TOTAL SOURCES OF FUNDS		\$422,681	\$403,980
*NOTE:			
CC = Co-Curricular CL = Campus Life, SS = Student Support, OP = ASG Operations, OP/ND = ASG Operations, Non-Discretionary			



Associated Student Government Budget



USES OF FUNDS			
Division Title			
#. Allocation Title	Type*	FY 2016-2017 ADOPTED	FY 2017-2018 ADOPTED
ASG Budget Mission Statement			
The Associated Student Government shall fund programs that directly benefit currently enrolled, Saddleback College students through scholarships, student organizations and division-run student programming. ASG shall fund college divisions that directly provide comprehensive programs that extend the student learning experience outside of the classrooms, and promote personal growth and development of Saddleback students. ASG supports student success by providing scholarships, special topic grants (such as mentorship programs), funding club organizations, and other extra-curricular activities.			
☐ ASG Bylaws, §8.2.1			

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter into a Grant of Easement Agreement with Pacific Bell Telephone Company dba AT&T

ACTION: Public Hearing

BACKGROUND

On July 17, 2017, the Board of Trustees approved Resolution No. 17-19 declaring its intention to enter into a Grant of Easement agreement with Pacific Bell Telephone Company dba AT&T at the ATEP site and to conduct a public hearing on August 21, 2017.

The Notice of Public Hearing has been posted to the district's website, is publically displayed at Saddleback College, Irvine Valley College and ATEP.

STATUS

The district has received the Grant of Easement agreement and this hearing will provide the public with an opportunity to comment on this proposed agreement. The Grant of Easement agreement will allow Pacific Bell Telephone Company dba AT&T to construct, reconstruct and maintain underground communication facilities that will service the ATEP Phase 1 site.

The Board of Trustees will conduct a public hearing in order to determine if the terms of the Grant of Easement agreement with Pacific Bell Telephone Company, dba AT&T, are in the best interest of the district.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No.17-23 and Enter into a Grant of Easement Agreement with Pacific Bell Telephone Company dba AT&T

ACTION: Approval

BACKGROUND

California Education Code 81318 et seq. requires the Board to adopt a resolution declaring its intention to convey any real property belonging to the district and to conduct a public hearing prior to entering into the dedication or conveyance of any property to a governmental entity or utility company.

In November 2016 the Board of Trustees approved a construction agreement for the ATEP Utilities Infrastructure Phase I project and in June 2016 approved a Design-build agreement for the IVC First Building at ATEP. In order to provide telephone and/or data service to the IVC First Building and future capacity for the ATEP Phase I site, Pacific Bell Telephone Company dba AT&T (AT&T) is requesting to be granted access to the underground communication facilities.

On July 16, 2017, the Board adopted Resolution No.17-19, declaration of intention to enter into a Grant of Easement agreement with AT&T for the ATEP site and to conduct a public hearing.

STATUS

Staff and legal counsel worked with AT&T to develop the easement documents. AT&T's requested easement is described in EXHIBIT B.

Adoption of Resolution 17-23 (EXHIBIT A) will result in the granting of easement to AT&T. The grant of easement (EXHIBIT B) will be filed with the Orange County Recorder's Office.

No costs are associated with this proposal.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-23 (EXHIBIT A), to authorize entering into a Grant of Easement agreement (EXHIBIT B) with Pacific Bell Telephone Company dba AT&T over portions of the Advanced Technology and Education Park property for utility purposes.

Resolution No. 17-23

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING GRANT OF AN EASEMENT TO
PACIFIC BELL TELEPHONE COMPANY dba AT&T

August 21, 2017

WHEREAS, Pacific Bell Telephone Company dba AT&T (“AT&T”) has requested that the South Orange County Community College District (“District”) enter into a grant of easement to AT&T over a portion of the District’s Advanced Technology and Education Park Site (the “Grant of Easement”). A copy of the proposed Grant of Easement, including a legal description and map depicting the location of the proposed easement is attached hereto as Exhibit “A” and incorporated herein; and

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

WHEREAS, the District desires to provide the Grant of Easement to AT&T for installation and maintenance of underground communication facilities related to aboveground equipment, together with the right-of-way therefor on the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, pursuant to Education Code section 81311, on July 17, 2017, the District’s governing board (“Board”), in a regular open meeting, by at least a two-thirds vote of all its members adopted Resolution No. 17-19 (the “Resolution”) declaring its intention to enter into the Grant of Easement; and

WHEREAS, in accordance with Education Code section 81311, the District’s Board fixed August 21, 2017, for a public hearing (“Public Hearing”) upon the question of entering into the Grant of Easement to AT&T; and

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

WHEREAS, pursuant to Education Code section 81313, on August 21, 2017, at a regular meeting of the District’s Board, the District held a Public Hearing upon the question of entering into the Grant of Easement to AT&T; and

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

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

1. That the above recitals are all true and correct.
2. The District's Board authorizes and directs the Interim Chancellor to execute the Grant of Easement and take whatever action is necessary to complete the Grant of Easement.
3. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education code and all other applicable laws with respect to the Grant of Easement.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on August 21, 2017.

Timothy Jemal, President

James R. Wright, Vice President

David B. Lang, Clerk

T.J. Prendergast III, Member

Marcia Milchiker, Member

Barbara J. Jay, Member

Terri Whitt, Member

Debra L. Fitzsimons, Interim Chancellor
And Secretary to the Governing Board

CF0057B UNDERGROUND

AFTER RECORDING, RETURN TO:

PACIFIC BELL TELEPHONE COMPANY

R/W OFFICE

3939 E. CORONADO, 2ND FLR

ANAHEIM, CA 92807

CONSIDERATION LESS THAN \$100

DOCUMENT TRANSFER TAX \$0

Signature of declarant or agent determining tax:

Agent

Exchange: Santa Ana/Redhill
APN: 430-283-21

Portion Parcel I-E-1.1 of LLA 03-01
Instrument No. 2003000418455
LE(70)A0110PB
E061709/54927
Page 1 of 3

GRANT OF EASEMENT

The undersigned Grantor, hereby grants to PACIFIC BELL TELEPHONE COMPANY, a California corporation dba AT&T California, its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantee," an easement to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of wires, cables, conduits, pipes, manholes, handholes, service boxes, aboveground markers, risers, service pedestals, underground and aboveground switches, fuses, terminals, terminal equipment cabinets, transformers with associated concrete pads, associated electrical conductors, necessary fixtures and appurtenances necessary to any and all thereof, together with the right of way therefore in, over, under and upon that certain real property in the City of Tustin, in the County of Orange, State of California.

Parcel 1-E-1.1 of Lot Line Adjustment No. 03-01, Recorded April 15, 2003 as Instrument No. 2003000418455, of Official Records in the Office of the Recorder of said County.

The above-described easement shall be located on strips of land six (6.00) feet in width, the centerline of which is shown on Exhibit "A" attached hereto and made a part hereof.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under and along the Grantor's property.

Portion Parcel I-E-1.1 of LLA 03-01
Instrument No. 2003000418455
LE(70)A0110PB
E061709/54927
Page 1 of 3

This legal description was prepared pursuant to Section 8730(c) of the Business and Professions Code.

Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such limbs and roots on said property as may be necessary for the protection of said facilities.

Grantor, his/her/their successors and assigns, shall not erect or construct any building or other structure or drill or operate any well within said easement.

Grantor also grants to Grantee the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as Grantee may elect for the protection of such facilities.

Grantor also grants to Grantee the right to receive commercial power service from the appropriate utility company serving the area, together with the right for such utility company to place its respective service facilities upon and within said easement.

Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees, while exercising the rights granted herein.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this _____ day of _____, 2017

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

BY: _____

Print Name _____

ITS: _____

Portion Parcel I-E-1.1 of LLA 03-01
Instrument No. 2003000418455
LE(70)A0110PB
E061709/54927
Page 1 of 3

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

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary)

VICINITY MAP

PROJECT SITE

CITY BOUNDARY

The legal description of the easement area is as follows:

Real property in the City of Tustin, County of Orange, State of California, described as follows:

PARCEL A: APNS: 430-283-22, 430-283-23, 430-283-24

PARCEL I-E-2.1 OF LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS [INSTRUMENT NO. 2003000418455](#), OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE UNITED STATES OF AMERICA BY SPECIAL WARRANTY DEED RECORDED APRIL 9, 2015 AS [INSTRUMENT NO. 2015000182843](#) AND RE-RECORDED APRIL 28, 2015 AS [INSTRUMENT NO. 2015000216931](#) BOTH OF OFFICIAL RECORDS OF SAID ORANGE COUNTY, CALIFORNIA.

PARCEL B: APN: 430-283-21 (ptn)

PARCEL I-E-1.1 OF LOT LINE ADJUSTMENT NO. 03-01, RECORDED APRIL 15, 2003 AS [INSTRUMENT NO. 2003000418455](#), OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL I-E-1 AND PARCEL I-E-2, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471" RECORDED MAY 14, 2002 AS [INSTRUMENT NO. 20020404595](#) OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL I-E-2; THENCE SOUTH 49°06' 05" EAST 595.92 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL I-E-2 AND ITS SOUTHEASTERLY PROLONGATION; THENCE SOUTH 40° 39' 15" WEST 493.45 FEET; THENCE NORTH 48° 56' 17" WEST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 457.01 FEET; THENCE SOUTH 49° 20' 45" EAST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 624.98 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL I-E-2.

EXCEPTING THEREFROM THAT PORTION OF PARCEL I-E-1 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL I-E-2; THENCE SOUTH 49°06' 05" EAST 595.92 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL I-E-2 AND ITS SOUTHEASTERLY PROLONGATION; THENCE SOUTH 40° 39' 15" WEST 493.45 FEET; THENCE NORTH 48° 56' 17" WEST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 457.01 FEET; THENCE SOUTH 49° 20' 45" EAST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 624.98 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL I-E-2.

EXCEPTING THEREFROM THAT PORTION OF PARCEL I-E-1 DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL I-E-1 DESCRIBED AS A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2285.06 FEET, LENGTH OF 223.81 FEET AND A CENTRAL ANGLE OF 5° 36' 43"; THENCE SOUTHEASTERLY ALONG SAID CURVE 179.20 FEET THROUGH A CENTRAL ANGLE OF 4° 29' 36" TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 50' 28" EAST 20.64 FEET; THENCE SOUTH 49° 09' 32" EAST 15.93 FEET; THENCE SOUTH 40° 50' 28" WEST 21.07 FEET TO SAID CURVED SOUTHWESTERLY LINE, A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 10' 17" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE 15.93 FEET THROUGH C CENTRAL ANGLE OF 0°23' 58" TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF TUSTIN, CALIFORNIA, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, RECORDED AUGUST 09, 2013 AS [INSTRUMENT NO. 2013000475493](#), OF OFFICIAL RECORDS,

DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1-E-1.1 AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "QUIT CLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471" FILED FOR RECORD ON APRIL 29, 2004 IN DOC. NO. [2004000369376](#), RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID 1-E-1.1, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1-E-1.1 THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 48° 32' 52" WEST, 200.55 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 2285.06 FEET;
2. ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 43' 09", FOR AN ARC LENGTH OF 28.68 FEET;
3. NORTH 40° 50' 28" EAST, 21.07 FEET;
4. NORTH 49° 09' 32" WEST, 15.93 FEET;

5. SOUTH $40^{\circ} 50' 28''$ WEST, 20.64 FEET TO THE BEGINNING OF A NON-TANGENT CURE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2285.06, TO WHICH POINT A RADIAL LANE BEARS SOUTH $42^{\circ} 34' 15''$ WEST;

6. NORTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF $04^{\circ} 29' 31''$, FOR AN ARC LENGTH OF 179.20 FEET;

7. NORTH $42^{\circ} 56' 09''$ WEST, 58.86 FEET;

8. NORTH $42^{\circ} 56' 09''$ WEST 37.23 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1-E-1.1;

THENCE LEAVING SAID SOUTHWESTERLY LINE AND ALONG LAST SAID NORTHWESTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH $40^{\circ} 39' 15''$ EAST, 624.98 FEET;

2. NORTH $49^{\circ} 20' 45''$ WEST, 230.46 FEET;

3. NORTH $40^{\circ} 39' 15''$ EAST, 30.66 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH $49^{\circ} 20' 45''$ EAST, 358.31 FEET;

THENCE SOUTH $40^{\circ} 39' 15''$ WEST, 20.88 FEET;

THENCE SOUTH $49^{\circ} 20' 45''$ EAST, 213.37 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 1-E-1.1;

THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH $39^{\circ} 51' 45''$ WEST, 305.52 FEET;

2. SOUTH $50^{\circ} 08' 15''$ EAST, 173.88 FEET;

3. SOUTH $40^{\circ} 39' 15''$ WEST, 359.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF LOTS 93 AND 94 OF BLOCK 10 OF IRVINE'S SUBDIVISION AS SHOWN ON A MAP THEREOF FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN SAID OFFICE OF THE COUNTY RECORDER, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH $49^{\circ} 20' 45''$ EAST" 718.34 FEET ON THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN THAT CERTAIN WARRANTY DEED; THENCE NORTH $40^{\circ} 39' 15''$ EAST 661.86 FEET TO THE NORTHEASTERLY LINE SAID LOT 94.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF TUSTIN AS DESCRIBED IN AN OFFER OF DEDICATION RECORDED FEBRUARY 2, 2017 AS [INSTRUMENT NO. 2017-000082670](#) OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 430-283-21 (ptn) and 430-283-22 and 430-283-23 and 430-283-24

The easement being within the following described boundaries:

A 6.00 foot strip of land, lying 3.00 feet on each side of the conduit, as installed by Grantor, lying within said portion of that certain tract.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No. 17-24, Intention to Enter into an Agreement with Southern California Edison for Grant of Easement at ATEP and to Conduct a Public Hearing

ACTION: Approval

BACKGROUND

On June 22, 2015, the Board of Trustees approved the ATEP IVC First Building Design-build agreement and on October 24, 2016, the Board of Trustees approved a construction agreement for the ATEP Site Utilities and Infrastructure Phase I project.

ATEP Site Utilities and Infrastructure Phase I project requires installation of electrical utilities that will provide service to the ATEP IVC First Building and ATEP Site Utilities and Infrastructure Phase I projects. Southern California Edison is requesting an easement for utilities that will provide this service.

California Education Code 81310 et seq. requires the Board to adopt a resolution (EXHIBIT A) declaring its intention to convey any real property belonging to the district and to conduct a public hearing prior to entering into the dedication or conveyance of any property.

STATUS

Staff worked with Southern California Edison to develop the easement documents and obtained legal counsel review. Southern California Edison's requested easement is described in EXHIBIT B.

Information on the proposed agreement will be made available to the Board and the public prior to the hearing September 25, 2017. At the conclusion of the hearing, the Board of Trustees will make a determination on whether the agreement is in the best interest of the district and whether to enter into the agreement.

No costs are associated with this proposal.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-24 (EXHIBIT A), declaring its intention to enter into an agreement with Southern California Edison for grant of easement at ATEP Site Utilities and Infrastructure Phase I project and to conduct a public hearing set for September 25, 2017.

Resolution No. 17-24

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DECLARING
ITS INTENT TO ENTER INTO A GRANT OF EASEMENT TO SOUTHERN CALIFORNIA
EDISON AND PUBLIC HEARING ON THIS GRANT OF EASEMENT
ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP)

August 21, 2017

WHEREAS, Education Code sections 81310, et seq., authorizes the Board of Trustees of a community college district to dedicate real property for public utility construction, reconstruction, maintenance, and operations; and

WHEREAS, the South Orange County Community College District (“District”) staff and District counsel have reviewed the terms set forth in the proposed Grant of Easement by the District to Southern California Edison Company (“SCE”), and determined the request to be acceptable; and

NOW, THEREFORE, the Board of Trustees of the South Orange County Community College District FINDS, DECLARES, RESOLVES and ORDERS as follows:

1. The Board of Trustees hereby declares its intention to enter into a Grant of Easement to SCE.
2. NOTICE IS HEREBY GIVEN that September 25, 2017, at 6:30 p.m. at 28000 Marguerite Parkway, Mission Viejo, California in board room HS 145, is hereby fixed as the time and place that the Board of Trustees will conduct a public hearing to determine if the terms of the Grant of Easement to SCE are acceptable to the District.

At the conclusion of the public hearing, the Board of Trustees will determine whether or not to enter into the proposed Grant of Easement to SCE upon the terms and conditions set forth therein or upon such other terms as the Board may determine to be in the best interests of the District.

3. The secretary of the Board of Trustees is hereby authorized and directed to give notice of the adoption of this resolution by publication in the Orange County Register newspaper not less than ten (10) days prior to the date of the public hearing on this matter.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on August 21, 2017.

Timothy Jemal, President

James R. Wright, Vice President

David B. Lang, Clerk

T.J. Prendergast III, Member

Marcia Milchiker, Member

Barbara J. Jay, Member

Terri Whitt, Member

Debra L. Fitzsimons, Interim Chancellor
And Interim Secretary to the Governing Board

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Central OC	SERVICE ORDER TD1200560	SERIAL NO.	MAP SIZE
SCE Company		FIM 40-16D-6	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 430-283-21	REAL PROPERTIES DEPARTMENT	SLS/BT	07/05/2017

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART
HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20_____.

GRANTOR

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

TWO STRIPS OF LAND LYING WITHIN THAT PORTION OF BLOCK 10 OF IRVINE'S SUBDIVISION, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, MORE PARTICULARLY DESCRIBED AS PARCEL I-E-1.1, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, OF LOT LINE ADJUSTMENT NO. 03-01, RECORDED ON APRIL 15, 2003 AS DOCUMENT NO. 2003000418455, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY BOUNDARY OF SAID PARCEL I-E-1.1, SHOWN AS "*SOUTH 40°39'15" WEST 493.45 FEET*" ON SAID LOT LINE ADJUSTMENT NO. 03-01; THENCE ALONG SAID CERTAIN COURSE, SOUTH 40°39'15" WEST 213.55 FEET; THENCE LEAVING SAID CERTAIN COURSE, SOUTH 50°48'15" EAST 115.89 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 40°49'37" EAST 131.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 101.00 FEET, A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 39°59'51" WEST; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°03'59" AN ARC DISTANCE OF 60.05 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTH AND HAVING A RADIUS OF 78.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°30'27" AN ARC DISTANCE OF 18.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°34'14" AN ARC DISTANCE OF 13.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 101.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°09'10" AN ARC DISTANCE OF 63.73 FEET; THENCE SOUTH 66°13'43" EAST 22.52 FEET; THENCE SOUTH 77°28'43" EAST 2.90 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN PUBLIC STREET.

STRIP #2 (22.00 FEET WIDE)

COMMENCING AT SAID POINT "B"; THENCE SOUTH 12°31'17" WEST 2.08 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 77°28'43" EAST 18.50 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "C".

STRIP #3 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "C"; THENCE NORTH 12°31'17" EAST 2.33 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 88°43'43" EAST 22.30 FEET; THENCE SOUTH 83°06'13" EAST 3.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN THE EASTERLY LINE OF STRIP #2 DESCRIBED HEREINABOVE AND TO JOIN AT THE ANGLE POINT.

STRIP #4 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "A", SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12.50 FEET, A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 19°26'19" EAST 12.50 FEET; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 116°06'49" AN ARC DISTANCE OF 25.33 FEET; THENCE NORTH 06°40'30" EAST 176.60 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "D".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE SOUTHERLY LINE OF STRIP #5 DESCRIBED HEREINABOVE.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #5 (14.00 FEET WIDE)

COMMENCING AT SAID POINT "D"; THENCE SOUTH 83°10'48" EAST 1.44 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 06°49'12" EAST 20.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "E".

STRIP #6 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "E"; THENCE NORTH 83°10'48" WEST 1.48 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 06°57'36" EAST 191.17 FEET; THENCE NORTH 18°08'43" EAST 146.01 FEET; THENCE NORTH 03°05'20" EAST 39.59 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE CONTINUING NORTH 03°05'20" EAST 17.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 12.50 FEET; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 19.63 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE SOUTH 86°54'40" EAST 21.83 FEET; THENCE NORTH 85°04'01" EAST 30.81 FEET; THENCE SOUTH 72°25'59" EAST 1.58 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "H".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN THE NORTHERLY LINE OF STRIP #5 DESCRIBED HEREINABOVE AND TO JOIN AT THE ANGLE POINTS.

STRIP #7 (22.00 FEET WIDE)

COMMENCING AT SAID POINT "H"; THENCE NORTH 17°34'01" EAST 2.17 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 72°25'59" EAST 18.50 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "I".

STRIP #8 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "I"; THENCE SOUTH 17°34'01" WEST 2.17 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 72°25'59" EAST 2.65 FEET; THENCE SOUTH 55°19'04" EAST 5.48 FEET; THENCE SOUTH 66°07'57" EAST 121.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "J"; THENCE CONTINUING SOUTH 66°07'57" EAST 85.82 FEET; THENCE SOUTH 75°25'58" EAST 4.28 FEET; THENCE SOUTH 66°07'57" EAST 19.32 FEET; THENCE SOUTH 56°49'56" EAST 4.39 FEET; THENCE SOUTH 66°30'38" EAST 6.50 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

STRIP #9 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "J", SAID POINT BEING THE BEGINNING OF A CURVE, TANGENT TO THE CENTERLINE OF STRIP #8 DESCRIBED HEREINABOVE, CONCAVE TO THE NORTH AND HAVING A RADIUS OF 12.50 FEET; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 19.63 FEET; THENCE NORTH 23°52'03" EAST 0.13 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "K".

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #8 DESCRIBED HEREINABOVE.

STRIP #10 (14.00 FEET WIDE)

COMMENCING AT SAID POINT "K"; THENCE SOUTH 66°07'57" EAST 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 23°52'03" EAST 18.00 FEET TO A POINT OF ENDING.

STRIP #11 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "K"; THENCE SOUTH 66°07'57" EAST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 23°52'03" WEST 65.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #8 DESCRIBED HEREINABOVE.

STRIP #12 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "G"; THENCE NORTH 86°54'40" WEST 0.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12.50 FEET; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°42'34" AN ARC DISTANCE OF 20.88 FEET; THENCE NORTH 08°47'54" EAST 23.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 322.00 FEET, A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 76°40'23" WEST; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°10'07" AN ARC DISTANCE OF 152.69 FEET; THENCE NORTH 40°29'44" EAST 158.82 FEET; THENCE NORTH 51°44'44" EAST 20.50 FEET; THENCE NORTH 40°29'44" EAST 2.83 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "L".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #6 DESCRIBED HEREINABOVE.

STRIP #13 (14.00 FEET WIDE)

COMMENCING AT SAID POINT "L"; THENCE NORTH 49°30'16" WEST 1.00 FOOT TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°29'44" EAST 20.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "M".

STRIP #14 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "M"; THENCE SOUTH 49°30'16" EAST 1.00 FOOT TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°49'44" EAST 2.83 FEET; THENCE NORTH 29°14'44" EAST 11.52 FEET; THENCE NORTH 40°50'18" EAST 65.35 FEET, MORE OR LESS, TO A POINT OF ENDING IN THE NORTHEASTERLY LINE OF SAID PARCEL I-E-1.1.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHEASTERLY IN THE NORTHEASTERLY LINE OF SAID PARCEL I-E-1.1 AND TO JOIN AT THE ANGLE POINTS.

STRIP #15 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "F"; THENCE SOUTH 63°05'20" WEST 19.64 FEET; THENCE NORTH 86°54'40" WEST 38.06 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #6 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.



SCALE: 1"=50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	101.00'	34°03'59"	60.05'
C2	78.00'	13°30'27"	18.39'
C3	78.00'	9°34'14"	13.03'
C4	101.00'	36°09'10"	63.73'
C5	12.50'	116°06'49"	25.33'

**PARCEL
I-E-2.1**

**LOT LINE ADJUSTMENT
NO. 03-01
REC. 04/15/2003
DOC. # 2003000418455, O.R.
ORANGE COUNTY**

**PARCEL
I-E-1.1**

STRIP #6
6' WIDE

STRIP #5
14' WIDE

PT. "E"

PT. "D"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N40°49'37"E	131.12'
L2	S66°13'43"E	22.52'
L3	S77°28'43"E	2.90'
L4	S12°31'17"W	2.08'
L5	S77°28'43"E	18.50'
L6	N12°31'17"E	2.33'
L7	S88°43'43"E	22.30'
L8	S83°06'13"E	3.00'
L9	S06°40'30"W	176.60'
L10	S83°10'48"E	1.44'
L11	N06°49'12"E	20.00'
L12	N83°10'48"W	1.48'
L13	N6°57'36"E	191.17'

STRIP #1
6' WIDE

S19°26'19"E
RAD.

C1 C5 C4 C3 C2

PT. "A"

STRIP #3
6' WIDE

STRIP #2
22' WIDE


PT. "B"

PT. "C"

TPOB
STRIP #1

EXHIBIT "B"

LEGEND

 DENOTES
SCE EASEMENT AREA

POC = POINT OF COMMENCEMENT

TPOB = TRUE POINT OF BEGINNING

VICTORY ROAD
(BELL AVENUE)

S40°39'15"W

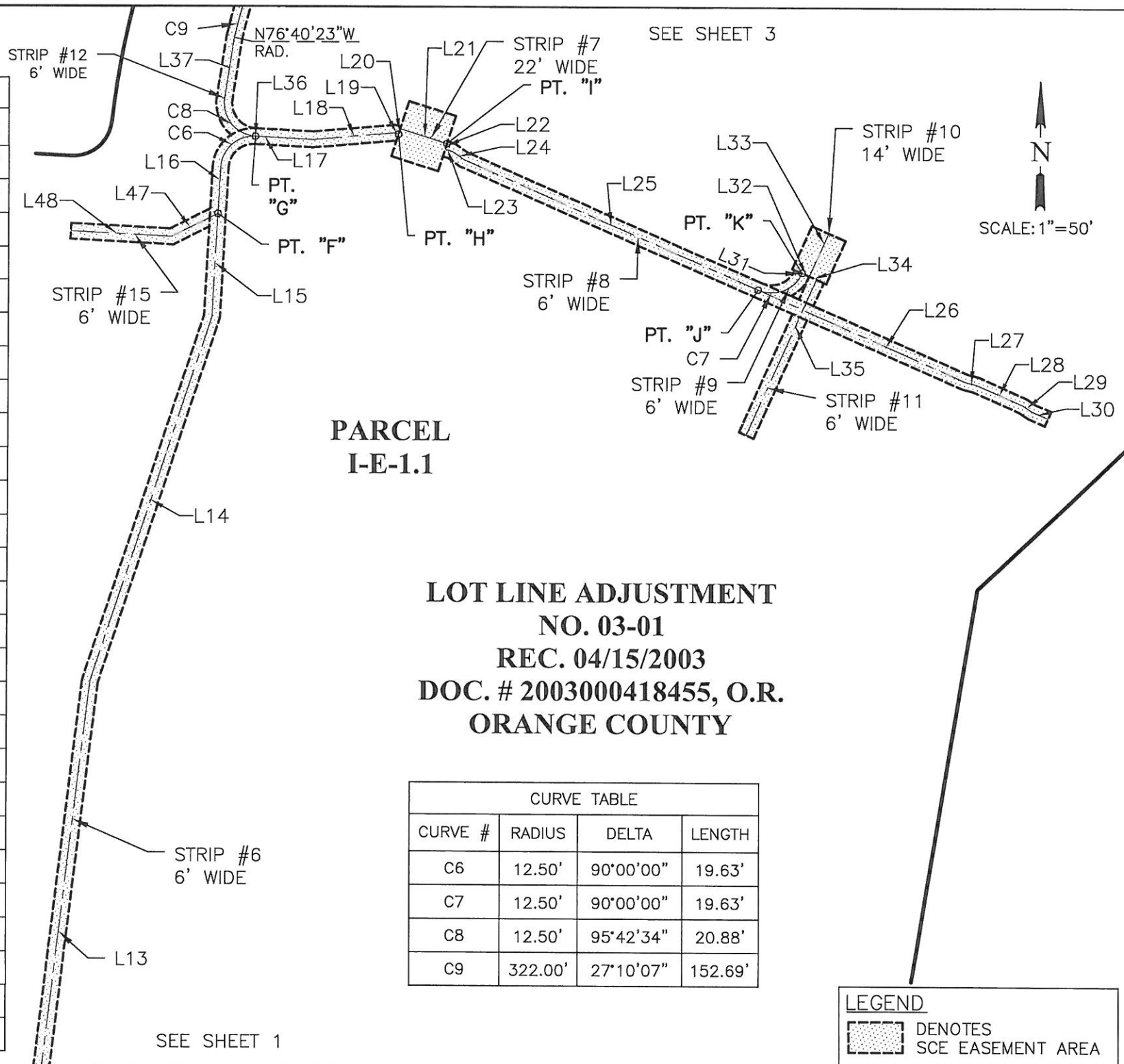
S50°48'31"E

115.89'

213.55'
493.45'

EXHIBIT B
Page 8 of 10

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N6°57'36"E	191.17'
L14	N18°08'43"E	146.01'
L15	N03°05'20"E	39.59'
L16	N03°05'20"E	17.56'
L17	S86°54'40"E	21.83'
L18	N85°04'01"E	30.81'
L19	S72°25'59"E	1.58'
L20	N17°34'01"E	2.17'
L21	S72°25'59"E	18.50'
L22	S17°34'01"W	2.17'
L23	S72°25'59"E	2.65'
L24	S55°19'04"E	5.48'
L25	S66°07'57"E	121.82'
L26	S66°07'57"E	85.82'
L27	S75°25'58"E	4.28'
L28	S66°07'57"E	19.32'
L29	S56°49'56"E	4.39'
L30	S66°30'38"E	6.50'
L31	N23°52'03"E	0.13'
L32	S66°07'57"E	3.00'
L33	N23°52'03"E	18.00'
L34	S66°07'57"E	6.00'
L35	S23°52'03"W	65.00'
L36	N86°54'40"W	0.07'
L37	N08°47'54"E	23.62'
L47	S63°05'20"W	19.64'
L48	N86°54'40"W	38.06'



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C6	12.50'	90°00'00"	19.63'
C7	12.50'	90°00'00"	19.63'
C8	12.50'	95°42'34"	20.88'
C9	322.00'	27°10'07"	152.69'

LEGEND

DENOTES
SCE EASEMENT AREA



SCALE: 1"=50'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L38	N40°29'44"E	158.82'
L39	N51°44'44"E	20.50'
L40	N40°29'44"E	2.83'
L41	N49°30'16"W	1.00'
L42	N40°29'44"E	20.00'
L43	S49°30'16"E	1.00'
L44	N40°29'44"E	2.83'
L45	N29°14'44"E	11.52'
L46	N40°50'18"E	65.35'

PT. "M"

L43

L42

L41

L39

L40

PT. "L"

STRIP #14
6' WIDESTRIP #13
14' WIDEPARCEL
I-E-1.1

LOT LINE ADJUSTMENT
NO. 03-01
REC. 04/15/2003
DOC. # 2003000418455, O.R.
ORANGE COUNTY

STRIP #12
6' WIDE

C9

SEE SHEET 2

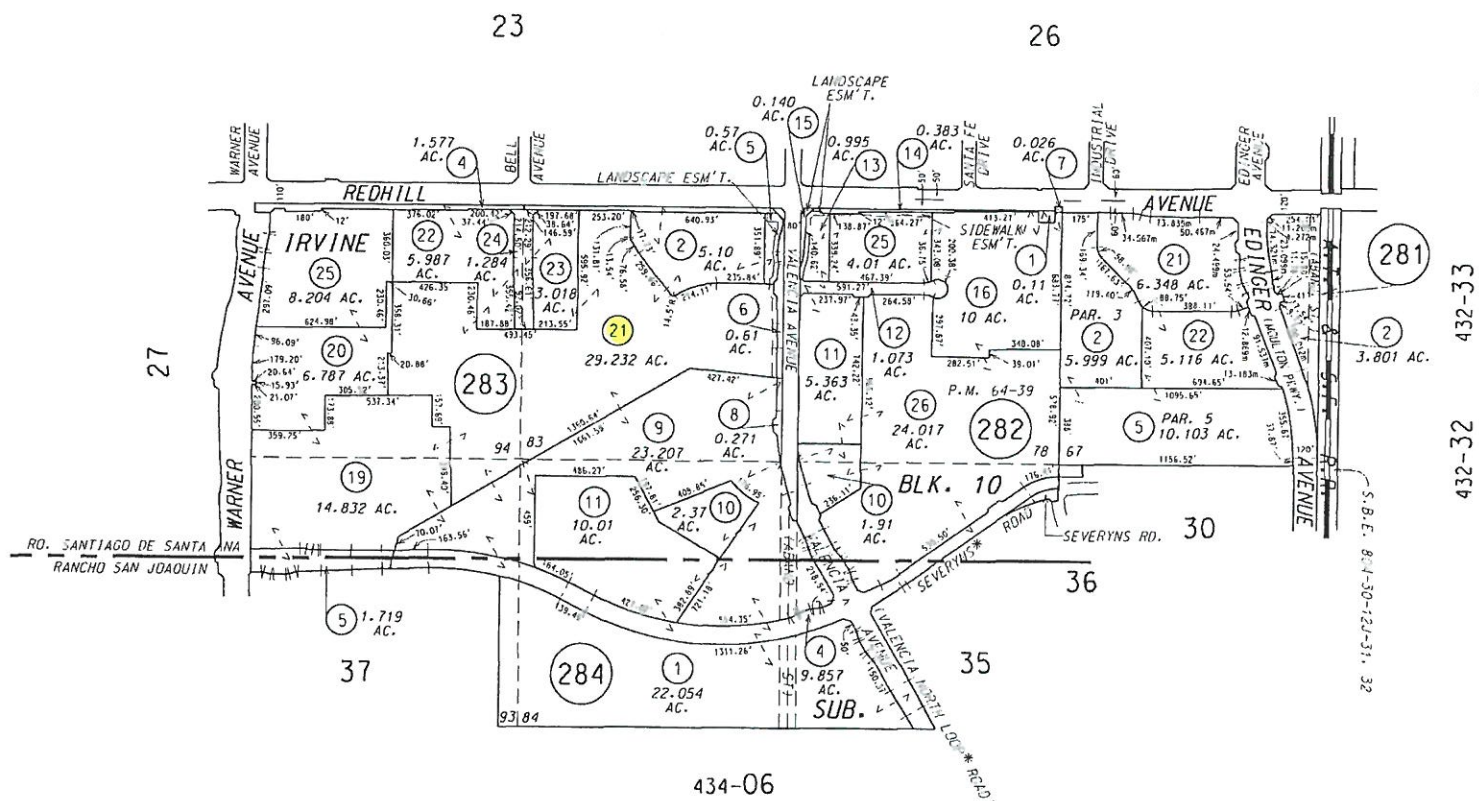
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C9	322.00'	27°10'07"	152.69'

LEGEND

 DENOTES
SCE EASEMENT AREA

THIS MAP WAS PREPARED FOR ORANGE
COUNTY ASSESSOR DEPT. PURPOSES ONLY.
THE ASSESSOR MAKES NO GUARANTEE AS TO
ITS ACCURACY NOR ASSUMES ANY LIABILITY
FOR OTHER USES. NOT TO BE REPRODUCED.
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430-28



MARCH 1982

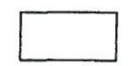
IRVINE SUB.
PARCEL MAP

M.M. 1-88
P.M. 64-39

NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

ASSESSOR'S MAP
BOOK 430 PAGE 28
COUNTY OF ORANGE

* PRIVATE STREET



TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No. 17-25, Intention to Enter into an Agreement with Southern California Gas Company for Grant of Easement at ATEP and to Conduct a Public Hearing

ACTION: Approval

BACKGROUND

On June 22, 2015, the Board of Trustees approved the ATEP IVC First Building Design-build agreement and on October 24, 2016, the Board of Trustees approved a construction agreement for the ATEP Site Utilities and Infrastructure Phase I project.

ATEP Site Utilities and Infrastructure Phase I project requires installation of a natural gas line that will provide service to the ATEP IVC First Building. Southern California Gas Company is requesting an easement for utilities that will provide this service.

California Education Code 81310 et seq. requires the Board to adopt a resolution (EXHIBIT A) declaring its intention to convey any real property belonging to the district and to conduct a public hearing prior to entering into the dedication or conveyance of any property.

STATUS

Staff worked with Southern California Gas Company to develop the easement documents and obtained legal counsel review. Southern California Gas Company's requested easement is described in EXHIBIT B.

Information on the proposed agreement will be made available to the Board and the public prior to the hearing September 25, 2017. At the conclusion of the hearing, the Board of Trustees will make a determination on whether the agreement is in the best interest of the district and whether to enter into the agreement.

No costs are associated with this proposal.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-25 (EXHIBIT A), declaring its intention to enter into an agreement with Southern California Gas Company for grant of easement at ATEP Site Utilities and Infrastructure Phase I project and to conduct a public hearing set for September 25, 2017.

Resolution No. 17-25

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DECLARING
ITS INTENT TO ENTER INTO A GRANT OF EASEMENT TO SOUTHERN CALIFORNIA GAS
COMPANY AND PUBLIC HEARING
ON THIS GRANT OF EASEMENT
ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP)

August 21, 2017

WHEREAS, Education Code sections 81310, et seq., authorizes the Board of Trustees of a community college district to dedicate real property for public utility construction, reconstruction, maintenance, and operations; and

WHEREAS, the South Orange County Community College District (“District”) staff and District counsel have reviewed the terms set forth in the proposed Grant of Easement agreement by the District to Southern California Gas Company, and the District and determined the request to be acceptable; and

NOW, THEREFORE, the Board of Trustees of the South Orange County Community College District FINDS, DECLARES, RESOLVES and ORDERS as follows:

1. The Board of Trustees hereby declares its intention to enter into a Grant of Easement to Southern California Gas Company.
2. NOTICE IS HEREBY GIVEN that September 25, 2017, at 6:30 p.m. at 28000 Marguerite Parkway, Mission Viejo, California in board room HS 145, is hereby fixed as the time and place that the Board of Trustees will conduct a public hearing to determine if the terms of the Grant of Easement to Southern California Gas Company are acceptable to the District.

At the conclusion of the public hearing, the Board of Trustees will determine whether or not to enter into the proposed Grant of Easement to Southern California Gas Company upon the terms and conditions set forth therein or upon such other terms as the Board may determine to be in the best interests of the District.

3. The secretary of the Board of Trustees is hereby authorized and directed to give notice of the adoption of this resolution by publication in the Orange County Register newspaper not less than ten (10) days prior to the date of the public hearing on this matter.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on August 21, 2017.

Timothy Jemal, President

James R. Wright, Vice President

David B. Lang, Clerk

T.J. Prendergast III, Member

Marcia Milchiker, Member

Barbara J. Jay, Member

Terri Whitt, Member

Debra L. Fitzsimons, Interim Chancellor
And Interim Secretary to the Governing Board

Recording Requested by and
when recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., ML SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way

**Leak
Survey**

Area: OC 683-3

APN: _____ Computed on full value of property conveyed

CPD#: 30072616 _____ Computed on full value less liens and encumbrances
remaining at time of sale

DOCUMENTARY TRANSFER TAX \$ CONVEYANCE OF EASEMENT (OIL AND GAS
LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100. R&T 11911.

DISTRIBUTION R.W. 264239 _____ **Southern California Gas Company**

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, South Orange County Community College District, a Public Agency, ("Grantor"), hereby grants to Southern California Gas Company, a California corporation, its successors and assigns ("Grantee"): a 10.00 foot in width permanent non-exclusive easement ("Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with devices for metering, measuring, regulating, cathodic protection, communications and other appurtenances (all hereinafter referred to as the "Facilities") for the transportation and distribution of natural gas and communications as Grantee deems necessary, convenient or beneficial over, under, through, along, and for all other purposes connected therewith, and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities and the right to use Grantor's abutting property during construction and maintenance of the Facilities, the strip of land located in the **City of Tustin** in the **County of Orange**, California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto, and made a part of this agreement.

Grantor, for its heirs, successors and assigns, agrees that, except as provided below, no change of grade of the Easement shall be made, that it shall not be inundated, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), that nothing shall be done to impair Grantee's vehicular access to or along the Easement, and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement.

R.W. 264239

Grantee shall have the right, but not the duty, to trim or remove trees, brush, roots or material from the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons.

Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; (2) improve the Easement area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with underground service alert notification requirements pursuant to Government Code Sections 4216 and following.

This Easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of Grantor and Grantee.

R.W. 264239

IN WITNESS WHEREOF, these presents are hereby signed this ____ day of _____, 20__.

GRANTOR: South Orange County Community College District, a Public Agency

Signature

Name

Title

Signature

Name

Title

ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
 } ss
COUNTY OF _____ }

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____

Commission #: _____

Commission Expiration: _____

EXHIBIT "A"

R.W. 264239

The legal description of the easement area is as follows:

Real property in the City of Tustin, County of Orange, State of California, described as follows:

TENTATIVE TRACT NO. 18054, BEING A DIVISION OF THE FOLLOWING:

PARCEL A: APNS: 430-283-22, 430-283-23, 430-283-24

PARCEL I-E-2.1 OF LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS [INSTRUMENT NO. 2003000418455](#), OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE UNITED STATES OF AMERICA BY SPECIAL WARRANTY DEED RECORDED APRIL 9, 2015 AS [INSTRUMENT NO. 2015000182843](#) AND RE-RECORDED APRIL 28, 2015 AS [INSTRUMENT NO. 2015000216931](#) BOTH OF OFFICIAL RECORDS OF SAID ORANGE COUNTY, CALIFORNIA.

PARCEL B: APN: 430-283-21 (ptn)

PARCEL I-E-1.1 OF LOT LINE ADJUSTMENT NO. 03-01, RECORDED APRIL 15, 2003 AS [INSTRUMENT NO. 2003000418455](#), OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL I-E-1 AND PARCEL I-E-2, IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE "QUITCLAIM DEED E AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471" RECORDED MAY 14, 2002 AS [INSTRUMENT NO. 20020404595](#) OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL I-E-2; THENCE SOUTH 49°06' 05" EAST 595.92 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL I-E-2 AND ITS SOUTHEASTERLY PROLONGATION; THENCE SOUTH 40° 39' 15" WEST 493.45 FEET; THENCE NORTH 48° 56' 17" WEST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 457.01 FEET; THENCE SOUTH 49° 20' 45" EAST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 624.98 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL I-E-2.

EXCEPTING THEREFROM THAT PORTION OF PARCEL I-E-1 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL I-E-2; THENCE SOUTH 49°06' 05" EAST 595.92 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL I-E-2 AND ITS SOUTHEASTERLY PROLONGATION; THENCE SOUTH 40° 39' 15" WEST 493.45 FEET; THENCE NORTH 48° 56' 17" WEST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 457.01 FEET; THENCE SOUTH 49° 20' 45" EAST 230.46 FEET; THENCE SOUTH 40° 39' 15" WEST 624.98 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL I-E-2.

EXCEPTING THEREFROM THAT PORTION OF PARCEL I-E-1 DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL I-E-1 DESCRIBED AS A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2285.06 FEET, LENGTH OF 223.81 FEET AND A CENTRAL ANGLE OF 5° 36' 43"; THENCE SOUTHEASTERLY ALONG SAID CURVE 179.20 FEET THROUGH A CENTRAL ANGLE OF 4° 29' 36" TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 50' 28" EAST 20.64 FEET; THENCE SOUTH 49° 09' 32" EAST 15.93 FEET; THENCE SOUTH 40° 50' 28" WEST 21.07 FEET TO SAID CURVED SOUTHWESTERLY LINE, A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 10' 17" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE 15.93 FEET THROUGH C CENTRAL ANGLE OF 0°23' 58" TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF TUSTIN, CALIFORNIA, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, RECORDED AUGUST 09, 2013 AS [INSTRUMENT NO. 2013000475493](#), OF OFFICIAL RECORDS,

DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1-E-1.1 AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "QUIT CLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471" FILED FOR RECORD ON APRIL 29, 2004 IN DOC. NO. [2004000369376](#), RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID 1-E-1.1, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1-E-1.1 THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 48° 32' 52" WEST, 200.55 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 2285.06 FEET;
2. ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 43' 09", FOR AN ARC LENGTH OF 28.68 FEET;
3. NORTH 40° 50' 28" EAST, 21.07 FEET;
4. NORTH 49° 09' 32" WEST, 15.93 FEET;

5. SOUTH $40^{\circ} 50' 28''$ WEST, 20.64 FEET TO THE BEGINNING OF A NON-TANGENT CURE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2285.06, TO WHICH POINT A RADIAL LANE BEARS SOUTH $42^{\circ} 34' 15''$ WEST;

6. NORTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF $04^{\circ} 29' 31''$, FOR AN ARC LENGTH OF 179.20 FEET;

7. NORTH $42^{\circ} 56' 09''$ WEST, 58.86 FEET;

8. NORTH $42^{\circ} 56' 09''$ WEST 37.23 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1-E-1.1;

THENCE LEAVING SAID SOUTHWESTERLY LINE AND ALONG LAST SAID NORTHWESTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH $40^{\circ} 39' 15''$ EAST, 624.98 FEET;

2. NORTH $49^{\circ} 20' 45''$ WEST, 230.46 FEET;

3. NORTH $40^{\circ} 39' 15''$ EAST, 30.66 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH $49^{\circ} 20' 45''$ EAST, 358.31 FEET;

THENCE SOUTH $40^{\circ} 39' 15''$ WEST, 20.88 FEET;

THENCE SOUTH $49^{\circ} 20' 45''$ EAST, 213.37 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 1-E-1.1;

THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH $39^{\circ} 51' 45''$ WEST, 305.52 FEET;

2. SOUTH $50^{\circ} 08' 15''$ EAST, 173.88 FEET;

3. SOUTH $40^{\circ} 39' 15''$ WEST, 359.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF LOTS 93 AND 94 OF BLOCK 10 OF IRVINE'S SUBDIVISION AS SHOWN ON A MAP THEREOF FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN SAID OFFICE OF THE COUNTY RECORDER, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH $49^{\circ} 20' 45''$ EAST" 718.34 FEET ON THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN THAT CERTAIN WARRANTY DEED; THENCE NORTH $40^{\circ} 39' 15''$ EAST 661.86 FEET TO THE NORTHEASTERLY LINE SAID LOT 94.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF TUSTIN AS DESCRIBED IN AN OFFER OF DEDICATION RECORDED FEBRUARY 2, 2017 AS [INSTRUMENT NO. 2017-000082670](#) OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE TO BE ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE AT ANY TIME.

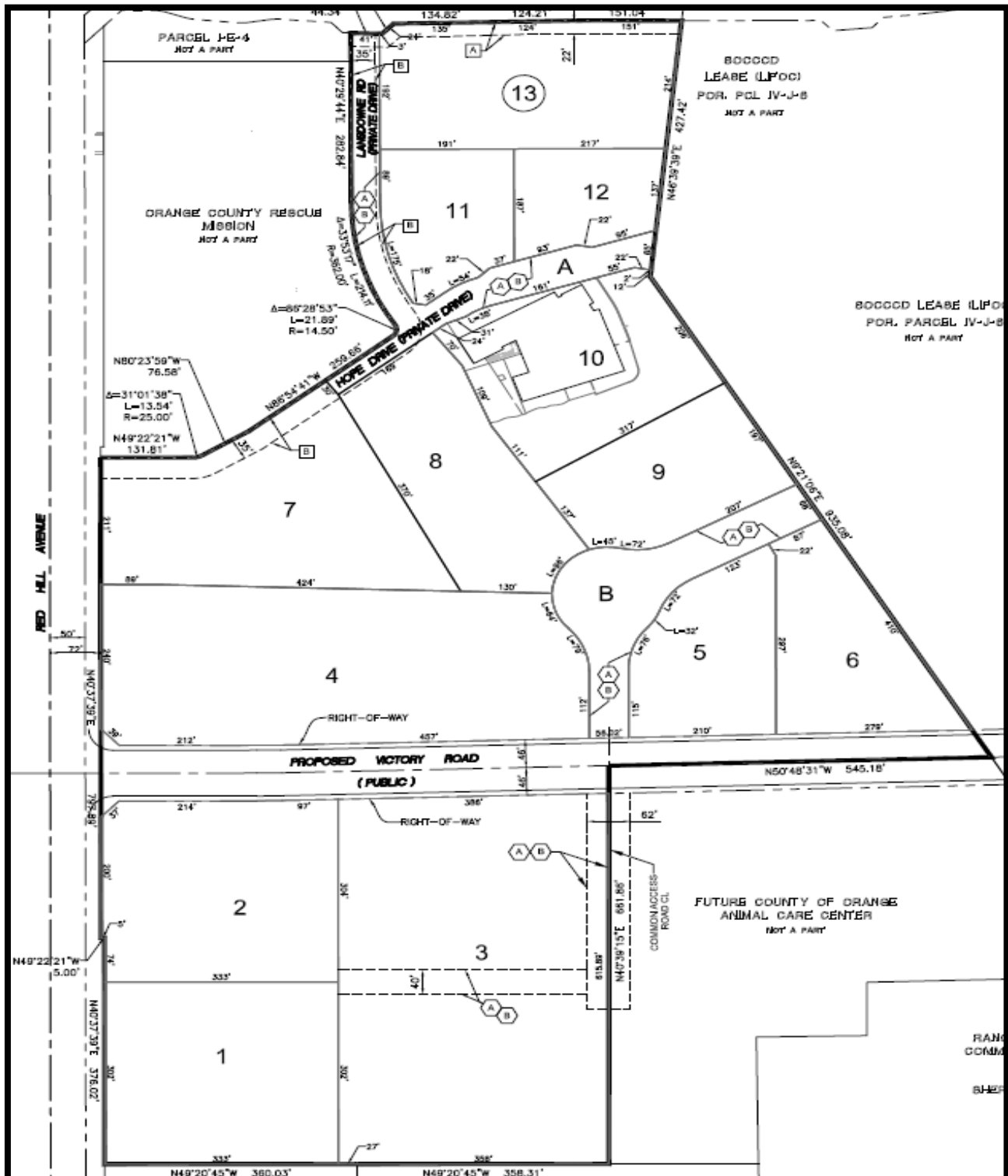
APN: 430-283-21 (ptn) and 430-283-22 and 430-283-23 and 430-283-24

The easement being within the following described boundaries:

A 10.00 foot strip of land, lying 5.00 feet on each side of the gas pipeline, as installed by Grantee, lying within said portion of that certain tract.

R.W. 264239

EXHIBIT "B"



PLAT TO ACCOMPANY LEGAL DESCRIPTION OF RIGHT OF WAY FOR PIPELINE PURPOSES, IN THE
CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Cafeteria Services Renovation, Adopt Resolution No. 17-26 Design-Build Delivery Method

ACTION: Approval

BACKGROUND

On March 26, 2012, the Board of Trustees adopted a resolution authorizing the use of Design-Build Procurement. California Education Code section 81700, *et seq.*, authorizes California community college districts to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million. The district's use of the design-build delivery method shall either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional design-bid-build process.

STATUS

Staff is recommending the Board authorize the use of design-build for the Saddleback College Cafeteria Services Renovation project. California Education Code section 81702(a) requires the Governing Board adopt a resolution (EXHIBIT A) authorizing the use of design-build prior to entering into a design-build contract.

Funds are available in the Saddleback College general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-26 to authorize the use of Design-Build for Saddleback College Cafeteria Services Renovation project with an estimated project budget of \$3,500,000.

RESOLUTION NO. 17-26

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING DESIGN-BUILD PROCUREMENT FOR THE SADDLEBACK COLLEGE
CAFETERIA SERVICES RENOVATION DESIGN-BUILD PROJECT

August 21, 2017

WHEREAS, California Education Code section 81700, *et seq.*, authorizes California community college districts such as South Orange County Community College District (the “District”), to use the Design-Build delivery method on public works of improvement costing in excess of \$2.5 million; and,

WHEREAS, California Education Code section 81702(a) requires the Governing Board to adopt a resolution approving the use of the Design-Build delivery method prior to entering into a Design-Build contract; and,

WHEREAS, pursuant to California Education Code section 81702(a), the Governing Board has reviewed the guidelines developed pursuant to former Education Code section 81706; and,

WHEREAS, the Governing Board finds that use of the Design-Build delivery method for public works should either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional Design-Bid-Build process; and,

WHEREAS, the Request for Proposal (“RFP”) package for Design-Build procurement will conform to State Law and provide the minimum performance criteria and design standards for the Project; and

WHEREAS, the RFP will also identify the basic scope, concept drawings and needs of the Project, the expected cost range, and other information deemed necessary to inform interested parties of the contracting opportunity; and

WHEREAS, the RFP will define the factors and sub-factors that the District reasonably expects to consider in evaluating proposals, including cost or price and all non-price related factors and sub-factors, the methodology and rating or weighting scheme that will be used in evaluating competitive proposals; and

WHEREAS, to the extent the District wishes to reserve the right to hold discussions or negotiations with responsive bidders, the RFP will define the applicable rules and procedures to ensure that any discussions or negotiations are conducted in a fair and impartial manner.

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby declares its intention to commence the process for Design-Build for the Saddleback College Cafeteria Services Renovation Design-Build project in accordance with applicable State Law, guidelines, processes, and on terms and conditions set forth therein;

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on August 21, 2017.

Timothy Jemal, President

James R. Wright, Vice President

David B. Lang, Clerk

T.J. Prendergast, III, Member

Marcia Milchiker, Member

Barbara J. Jay, Member

Terri Whitt, Member

Debra L. Fitzsimons, Interim Chancellor
And Secretary to the Governing Board

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College, Naming of the Regional Testing Center at the Advanced Technology Education Park (ATEP)

ACTION: Approval

BACKGROUND

According to Board Policy 1500, it is within the legal purview of the Board of Trustees to name campus buildings and other facilities based upon information provided by the Chancellor, following an appropriate nomination and review process.

STATUS

Christopher Lee attended Irvine Valley College (IVC) and graduated with an Associate of Art degree in liberal arts. He went on to graduate from the University of California, Irvine (UCI) with a degree in psychology and human behavior. His parents, Mr. and Mrs. Eric and Sylvia Lee, note that IVC changed their only child's life. IVC provided a caring and excellent environment in support of his personal and college goals. Chris worked for seven (7) years at the IVC Authorized Testing Center. He studied law from 2015-16 at the Trinity Law School. Last fall (September 2016), he contracted sepsis in the hospital, resulting in his untimely passing.

His parents have become close to IVC in memory of their son and only child and have given very generously to the college in support of both scholarships and updating the current Testing Center for students and staff. They are now planning to contribute a substantial amount to support furniture, fixtures and equipment in the new IVC Authorized Testing Center at ATEP. IVC is prepared to accept these funds through the college's Foundation.

Dr. Glenn Roquemore, in consultation with college members—faculty, staff and administration—in the Budget Development and Resource Allocation Committee (BDRPC) and the Strategic Planning and Accreditation Committee (SPAC), recommends the approval of the name of the new IVC Authorized Testing Center at ATEP after Christopher Lee, with signage similar to those in the Saddleback College Health Sciences Building.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve naming the new Irvine Valley College Authorized Testing Center, *Christopher LC Lee Authorized Testing Center*.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*
Dr. Jim Buysse, Acting Vice Chancellor, Business Services

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Agreement for Software Development and Project Management, Neudesic, LLC

ACTION: Approval

BACKGROUND

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

In order to support SIS related software projects for FY 2017-2018, the District is in need of expertise in the area of software development and project management. Neudesic, LLC provides these services and is familiar with SOCCCD's systems and development approach. On November 17, 2014, the Board of Trustees approved the Neudesic, LLC agreement for Information Technology Consultant Services for the period of January 1, 2015 to December 3, 2019.

STATUS

The following SIS related projects, Items 1 and 2 on EXHIBIT A, were prioritized by the District-wide Technology Committee (DTC) and approved by the Basic Aid Allocation Recommendation Committee (BAARC) for funding and development during FY 2017-2018:

- Student Information System Enhancements
- Student Success Roadmap

District IT is proposing that Neudesic, LLC assist by providing software development and project management services for these projects.

Items 3 through 5 on EXHIBIT A are projects that were approved in the FY 2016-2017 basic aid allocation process and require additional Neudesic expertise. Item 6 on EXHIBIT A is funded through a Basic Skills Transformation (BST) grant received by Irvine Valley College.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the work order agreement for software development and project management services with Neudesic, LLC, for an amount not to exceed \$1,713,190.00 for the term of September 1, 2017 through August 31, 2018.

Item Submitted by: *Dr. Jim Buysse, Acting Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

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

To:

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

Supplier Contract Number(s):

A contract between IT Consultant and South Orange County Community College District for IT Services was approved on November 17th, 2014. Based on that contract, IT Consultant shall complete the following projects, at the rates specified in the contract as described below. Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.

Item	Description	Start Date	End Date	Not to Exceed Amt.
1	Develop Student Information System (SIS) state compliance and college requested features as identified and prioritized by appropriate college staff and facilitated by the Directors of Administrative/Academic Systems.	9/1/17	8/31/18	\$700,000
2	Begin the analysis and development of the Student Success Roadmap – a new system that will guide students step-by-step through the process from application to successful completion of their goals.	9/1/17	8/31/18	\$200,000
3	Enhance the Progress Report (Early Alert) system with the highest priority items requested by the design team.	9/1/17	6/30/18	\$226,800
4	Add additional functionality to the SmartSchedule project phase 2 as prioritized by the design team.	9/1/17	3/30/18	\$200,000
5	Enhance the Positive Attendance Collection system with the highest priority items requested by the design team.	9/1/17	6/30/18	\$200,000
6	Develop the Multiple Measures Assessment Project (MMAP) system. MMAP aims to use a student's self-reported or Cal-PASS high school information, in addition to their assessment results, to determine placement.	9/1/17	6/30/18	\$186,390

Work order approved by:
DISTRICT

South Orange County Community College District

Accepted by:
IT CONSULTANT

Neudesic, LLC

Dr. Debra L. Fitzsimons
Interim Chancellor

Parsa Rohani
Chief Executive Officer

(Date)

(Date)

Dr. Robert Bramucci
Vice Chancellor, Technology and Learning Services

(Date)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Board Member Compensation

ACTION: Approval

BACKGROUND

Compensation for members of the SOCCCD Board of Trustees as defined by Board Policy -164 Board Member Compensation, and pursuant to Education Code 72024, Article 3a (2), has been established at \$750 per month. The student member receives compensation at \$375 per month. Board policy and education code permits a governing board, on an annual basis to increase the compensation of governing board members beyond the limits, in an amount not to exceed five percent based upon the present monthly rate of compensation. Any increase made shall be effective upon approval by the governing board. However, any increase is subject to rejection in a referendum by a majority of the voters in the district.

STATUS

As the Board of Trustees have not requested any increase in compensation since 2013, the individual member monthly compensation is being recommended for a five percent increase from \$750 to \$787.50 per month. The student member monthly compensation recommended increase is from \$375 to \$393.75 per month.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the adjustment of monthly compensation by five percent from \$750 to \$787.50 for board members and \$375 to \$393.75 for the student member, pursuant to board policy and education code, for the period of August 2017 to July 2018.

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 Exhibit.

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 ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ADMINISTRATIVE EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. BUYSSE, JIM, is to be employed as Acting Vice Chancellor of Business Services, Pos. #P0004587, District Services, effective August 1, 2017. Approximate Salary Placement: Academic & Classified Administrators/Classified Managers Salary Range 27, Step 7. **Education:** Ph.D. (Education), University of Illinois; M.A.S. (Accounting Science), University of Illinois; B.S. (Accountancy), University of Illinois. This is a temporary replacement for Debra Fitzsimons, who is currently serving as Interim Chancellor.
- b. CLEROU, DIANE, is to be employed as Acting Vice Chancellor of Human Resources, Pos. #P0011919, District Services, effective July 25, 2017. Approximate Salary Placement: Academic & Classified Administrators/Classified Managers Salary Range 27, Step 8. **Education:** M.P.A. (Public Education), California State University, Bakersfield; B.A. (Public Administration), California State University, Bakersfield. This is a temporary replacement until the permanent position is filled.
- c. FELDHUS, KARIMA, ID #014072, is to be employed as Assistant Vice President for Institutional Effectiveness, Pos #P0006564, Saddleback College, effective August 7, 2017. Approximate Salary Placement: Academic & Classified Administrators/Classified Managers Salary Range 23, Step 8. **Education:** Ph.D. (Curriculum and Instruction), University of Kansas; M.A. (Linguistics), University of Kansas; B.A. (English), University of Algiers. This is a replacement position for Christopher McDonald, who serves as Vice President for Instruction at Irvine Valley College.
- d. LORCH, TEDDI, ID #002851, is to be employed as Acting Vice Chancellor of Human Resources, Pos # P0011876, District Services, Approximate Salary Placement: Academic & Classified Administrators/Classified Managers Salary Range 27, Step 6, from March 28, 2017 to July 25, 2017. **Education:** M.S. (Developmental Psychology), Chapman University; M.A. (Industrial-Organizational Psychology), California School of Professional Psychology; B.A. (Speech Communications/Consumer-Family Relations), San Diego State University. This was a temporary replacement for the vacant position.

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Aguirre, Colleen	MA/Education	Adult Ed-Sp Inst/SC	2	08/21/17
Antoun, Rachel	Equivalency	Adult Ed-Sp Inst/SC	1	08/21/17
Avila, Antoinette	MA/Library Science	Librarian/SC	2	08/21/17
Bardelcik, Meagan	MA/Nursing	Nursing/SC	2	08/21/17
Beiner, Marita	Equivalency	Adult Ed-Sp Inst/SC	2	08/21/17
Boorboor, Mehdi	MA/Architecture	Interior Design/SC	2	08/21/17

Boukova, Roumyana	MA/Education	Adult ESL/SC	2	08/21/17
Bucholtz, Cheryl	MA/Education-TESOL	ESL/SC	2	08/21/17
Burnham, Stephanie	MA/English	English/SC	2	08/21/17
Campbell, Amanda	MA/Counseling	Counselor/IVC	2	05/30/17
¹ Cavazzi, Bentley	MS/TESOL	Adult Ed ESL/SC	2	08/21/17
Chen, Kaiser	MA/Clin. Nurse Spec.	Nursing/SC	2	08/21/17
Contreras, Monica	MA/Voc Rehab Counsl	Adult Ed-Sp Inst/SC	2	08/21/17
Cousineau, Mary	MS/Nursing	Nursing/SC	2	08/21/17
Denhaan Jimenez, L.	Equivalency	Adult Ed-Sp Inst/SC	2	08/21/17
Drury, Derrick	MA/English	English/SC	2	08/21/17
Duran, Paloma	MA/English TESL	ESL/SC	2	08/21/17
Durst, Duane	MA/Mar&Fam Couns.	Human Services/SC	2	08/21/17
Eid, Marguerite	MA/Linguistics	Adult ESL/SC	2	08/21/17
Eldred, Stacy	MA/Special Education	Adult Ed-Sp Inst/SC	2	08/21/17
Engle, Bret	MFA/Design & Tech	Theatre Arts/IVC	2	08/21/17
Gebelein, Maureen	MA/Library Science	Librarian/SC	2	08/21/17
Gibson, Lela	PhD/History	Emeritus/SC	5	01/16/18
Graves, Holly	BA/Architecture	Interior Design/SC	1	08/21/17
Grayson, Ari	PhD/Architecture	Drafting/SC	5	08/21/17
Hamecher, Emily	PhD/Geology	Geology/IVC	5	08/21/17
Hawthornthwaite, Quinn	Equivalency	Kinesiology/SC	1	08/21/17
Hitch, Ryan	MA/English	English/SC	3	08/21/17
Hoggatt, Mandy	MA/Clinical Psych.	Adult Ed-Sp Inst/SC	2	08/21/17
Jackson, Jeanette	Equivalency	Dance/SC	2	08/21/17
Jagnandan, Kevin	PhD/Evi Eco&Org Bio	Biology/IVC	5	08/21/17
Jefferies, Dorothy	Equivalency	Adult Ed-Sp Inst/SC	2	08/21/17
Johnson, Carmen	Equivalency	Counselor/IVC	2	05/30/17
Kaiser, Carling	MA/English	English/SC	2	01/16/18
Kibler-McNerney, J.	MA/English TESL	ESL/IVC	2	08/21/17
Kim, Edward	MA/Film & Television	Comm. Art/SC	2	08/21/17
Kranjac, Dinko	PhD/Psychology	Psychology/SC	5	08/21/17
Leonard, Stephanie	MFA/Painting	Art/SC	2	08/21/17
Macafee, Lisa	MA/Ed. Counseling	Counselor/IVC	5	07/01/17
McClure, Dawne	MA/Communication	Speech/SC	2	08/21/17
Momeni, Sheana	MA/Special Education	Adult Ed-Sp Inst/SC	2	08/21/17
Pollard, Erin	MA/Clinical Psych.	Counseling/IVC	3	07/01/17
Orliczky, Kimberly	MA/Clinical Psych.	Adult Ed-Sp Inst/SC	2	08/21/17
Reeves, Megan	MA/Special Educ.	Adult Ed-Sp Inst/SC	2	08/21/17
Riosa, Soccoro	BA/Medical Tech	Med Lab Tech/SC	1	08/21/17
² Rossiter, Jaime	MA/Geography	Geography/SC	5	08/21/17
Saljooghi, Shohreh	MA/Library Science	Librarian/SC	2	08/21/17
Sanders, Carole	MA/Health Info. Tech.	Health Info Tech/SC	2	08/21/17
³ Sauter, Brooke	MA/Ed. Counseling	Counseling/SC	2	08/21/17
Shieh, Harrison	MA/Economics	Economics/SC	2	08/21/17
Sosa, Christie	MA/TESOL	ESL/IVC	2	08/21/17
Sundaram, Renuka	PhD/Education	Adult Ed-Sp Inst/SC	5	08/21/17
Trodict, Scot	PhD/Business Admin	CIM/SC	5	08/21/17
Varela, Anita	MA/Library Science	Librarian/SC	2	08/21/17

¹ Spouse of Deidre Cavazzi, current Full-time Saddleback College Dance Instructor

² Spouse of Jon Rossiter, current Full-time Saddleback College Geography Instructor

³ Current Classified Employee of Saddleback College on a Board approved LOA 8/21/17- 12/20/17

Venable, Samantha	MA/Nursing	Nursing/SC	5	08/21/17
Yonan, Kirsten	Equivalency	Kinesiology/SC	1	08/21/17
Zaino Hall, Rebecca	MA/Clinical Psych.	Adult Ed-Sp Inst/SC	2	08/21/17
Zsarnay, Lois	MS/Counseling Psych.	Human Services/SC	2	08/21/17

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Dorner, Meredith	OETF Faculty Coordinator 1	\$2,654.00	05/30/17-08/11/17
Dorner, Meredith	OETF Faculty Coordinator 1	\$8,196.00	08/14/17-12/20/17
French, Jules	Facilitator, Forensics 1	\$3,415.00	08/14/17-12/20/17
Kiyochi, Emiko	OETF Faculty Coordinator 1b	\$4,936.44	03/05/17-05/26/17
Kiyochi, Emiko	OETF Faculty Coordinator 2	\$2,654.00	05/30/17-08/11/17
Mathur, Roopa	Chair, Business Sciences	\$1,598.40	05/30/17-08/12/17
Meyer, Kurt	Vice President, Faculty Association	\$4,098.00	08/21/17-12/20/17
Neesen, Bill	Facilitator, Forensics 2	\$3,415.00	08/14/17-12/20/17
Poster, Jamie	Chair, Humanities	\$6,147.00	08/14/17-12/20/17
Rybold, Gary	Chair, Communication Arts	\$639.36	05/29/17-08/10/17
Total for Month: General Fund/IVC		\$37,753.20	
2017-2018 IVC FISCAL YEAR TOTAL TO DATE		\$115,435.70	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Beasley, James	ESL Assessment Reader (SSSP)	\$79.92	01/17/17-05/25/17
Castroconde, Miriam	Multiple Measures Workgroup-Math	\$2,654.00	05/30/17-08/12/17
Castroconde, Miriam	Multiple Measures Workgroup-Math	\$2,049.00	08/12/17-12/20/17
Chaboya, Robert	CTE Faculty Externship- Siemen's	\$500.00	05/12/17-05/25/17
Coleman, Catherine	ESL Assessment Reader (SSSP)	\$399.60	01/17/17-05/25/17
Evans, Julie	Writing Sample Reader (SSSP)	\$10.00	01/17/17-05/25/17
Griffin, April	Facilitator, CTE Bridges-Engin/Com	\$2,500.00	06/01/17-08/11/17
Haeri, Melanie	Writing Sample Reader (SSSP)	\$12.00	1/17/17-05/25/17
Hernandez, Angel	BST Grant Project Director	\$6,635.00	05/30/17-08/12/17
Huber, Ken	Multiple Measures Workgroup-Math	\$2,654.00	05/30/17-08/12/17
Huber, Ken	Multiple Measures Workgroup-Math	\$2,049.00	08/12/17-12/20/17
Jacubino, Alicia	ESL Assessment Reader (SSSP)	\$319.68	01/17/17-05/25/17
Kaminsky, Rebecca	Writing Sample Reader (SSSP)	\$12.00	01/17/17-05/25/17
Kaminsky, Rebecca	Crs. Coordinator, WR399 Project 1	\$1,766.66	05/30/17-08/12/17
Kaminsky, Rebecca	Multiple Measures Workgroup-Eng	\$2,654.00	05/30/17-08/12/17
Kaminsky, Rebecca	Multiple Measures Workgroup-Eng	\$2,049.00	08/21/17-12/20/17
Kane, Chris	AESL Part Time Coordinator 2	\$5,514.48	07/01/17-08/11/17
Knoll, Melissa	English Coreq Pilot Co-Coordinator	\$3,317.50	05/30/17-08/12/17
Knoll, Melissa	English Coreq Pilot Co-Coordinator	\$2,049.00	08/12/17-12/20/17
Kussoy, Carolina	CTE Coordinator	\$2,732.00	08/14/17-12/20/17

Licitra, John	Multiple Measures Workgroup-ESL	\$2,654.00	05/30/17-08/12/17
Licitra, John	Multiple Measures Workgroup-ESL	\$2,049.00	08/12/17-12/20/17
Liu, Emily	Multiple Measures Workgroup-Eng	\$2,654.00	05/30/17-08/12/17
Liu, Emily	Multiple Measures Workgroup-Eng	\$2,049.00	08/21/17-12/20/17
⁴ Long, Lewis	Writing Sample Reader (SSSP)	\$30.00	05/30/16-08/12/16
Luckas, Jim	Facilitator, CTE Bridges-Web Dev.	\$2,500.00	06/01/17-08/11/17
Marquez, Vanessa	Multiple Measures Workgroup-Math	\$663.50	05/30/17-08/12/17
Mackenzie, Emalee	Coordinator, Biolink Depot	\$3,000.00	06/01/17-08/11/17
Mackenzie, Emalee	Facilitator, CTE Bridges-Biotech	\$2,500.00	06/01/17-08/11/17
Marquez, Vanessa	Multiple Measures Workgroup-Math	\$1,366.00	08/12/17-12/20/17
Meyer, Kurt	Writing Sample Reader (SSSP)	\$12.00	01/17/17-05/25/17
Mitolo, Massimo	CTE Faculty Externship - Yardi	\$500.00	05/12/17-05/25/17
Monte, Brent	Multiple Measures Workgroup-Math	\$2,654.00	05/30/17-08/12/17
Monte, Brent	Multiple Measures Workgroup-Math	\$2,049.00	08/12/17-12/20/17
Noone, Kristin	Facilitator, CTE Bridges-Web Dev.	\$2,500.00	06/01/17-08/11/17
Noyes, JoAnn	CTE Faculty Externship- Siemen's	\$500.00	05/12/17-05/25/17
Perlman, Randi	ESL Assessment Reader (SSSP)	\$479.52	01/17/17-05/25/17
Pham, Lan	Math Basic Skills Redesign Coord.	\$6,635.00	05/30/17-08/12/17
Pham, Lan	Math Basic Skills Redesign Coord.	\$4,098.00	08/12/17-12/20/17
Rios, Liza	Facilitator, CTE Bridges-Biotech	\$2,500.00	06/01/17-08/11/17
Rybold, Gary	Facilitator, CTE Bridges-STEM	\$2,500.00	06/01/17-08/11/17
Rybold, Gary	Facilitator, CTE Bridges-Prof. Skills	\$3,000.00	06/01/17-08/11/17
Salviani, Michael	Facilitator, CTE Bridges-Cyber Sec.	\$3,000.00	06/01/17-08/11/17
Scherger, Deanna	Writing Sample Reader (SSSP)	\$34.00	01/17/17-05/25/17
Serpas, Summer	Multiple Measures Workgroup-Eng	\$2,654.00	05/30/17-08/12/17
Serpas, Summer	Multiple Measures Workgroup-Eng	\$2,049.00	08/21/17-12/20/17
Stern, Susan	ESL Assessment Reader (SSSP)	\$479.52	01/17/17-05/25/17
Tran, Tiffany	Multiple Measures Workgroup-Eng	\$2,654.00	05/30/17-08/12/17
Tran, Tiffany	Multiple Measures Workgroup-Eng	\$2,049.00	08/21/17-12/20/17
Warner, Brent	ESL Assessment Reader (SSSP)	\$559.44	01/17/17-05/25/17
Warner, Brent	Multiple Measures Workgroup-ESL	\$2,654.00	05/30/17-08/12/17
Warner, Brent	Multiple Measures Workgroup-ESL	\$2,049.00	08/12/17-12/20/17
Wilson, Jeff	Multiple Measures Workgroup-ESL	\$2,654.00	05/30/17-08/12/17
Wilson, Jeff	Multiple Measures Workgroup-ESL	\$2,049.00	08/12/17-12/20/17
Wolken, Matthew	Facilitator, CTE Bridges-Engin/Com	\$2,500.00	06/01/17-08/11/17
Total for Month: Non-General Fund/IVC		\$112,234.82	
2017-2018 IVC FISCAL YEAR TOTAL TO DATE		\$142,149.58	

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Abbas, Sam	Week of Workshops Facilitator	\$200.00	08/15/17-08/18/17
Bravo, Adam	Concert for Jazz Combo Class	\$100.00	06/21/17-06/21/17
Bravo, Adam	Jazz Camp	\$1,200.00	07/10/17-07/14/17
Busick, Elizabeth	AESL Professional Development	\$79.92	06/09/17-06/09/17
Farthing, Scott	Collaboration with Louis Mencheca	\$500.00	03/05/17-03/05/17
Horlings, Jane	Week of Workshops Facilitator	\$200.00	08/15/17-08/18/17

⁴ Item was presented to the Board on June 26, 2017 as General Fund.

Huggins, Barbara	Psychiatric Patient Mngmt. Course	\$1,975.68	07/01/17-07/30/17
Hughes, Luther	Jazz Camp	\$1,000.00	07/10/17-07/14/17
Johnson, Elaine	M-PAC Program's Outreach Liaison	\$479.52	05/30/17-08/11/17
Lebauer, Roni	BSI ESL Cert/SLO Align	\$749.25	05/01/17-05/14/17
McGirr, Julie	SSSP Saddleback SP17 ESL CalWrk	\$499.50	01/17/17-05/17/17
Medling, Jane	Week of Workshops Facilitator	\$200.00	08/15/17-08/18/17
Myhren, Brett	Week of Workshops Facilitator	\$200.00	08/15/17-08/18/17
Major, Nicole	Week of Workshops Facilitator	\$200.00	08/15/17-08/18/17
Osborn, Sean	Open Ed. Resources-ZTC coord.	\$100.00	06/01/17-06/30/17
Perez, Lawrence	M-PAC Program's Outreach Liaison	\$479.52	05/30/17-08/11/17
Pinter, Gerald	Jazz Camp	\$1,000.00	07/10/17-07/14/17
Porter, Jennifer	Open Educational Resources	\$1,000.00	05/17/17-05/25/17
Renault, Irene	BSI CPR Retreat	\$239.76	05/18/17-05/18/17
Sellers, Joey	Jazz Camp	\$2,800.00	05/30/17-07/21/17
Stout, Ron	Jazz Camp	\$1,200.00	07/10/17-07/14/17
Strobel, Jacqueline	Open Ed. Resources-ZTC coord.	\$100.00	06/01/17-06/30/17
Total for Month: Non-General Fund/Saddleback College		\$14,503.15	
2017-2018 IVC FISCAL YEAR TOTAL TO DATE		\$32,565.77	

D. LEAVES

1. HUNTLEY, TONY, ID #4666, Biological Sciences Instructor, Pos. #1677, Division of Mathematics, Science & Engineering, Saddleback College, is requesting a leave of absence (workload banking) for the Fall Semester 2017, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

TO: Board of Trustees

FROM: Debra 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. COTTON, PHILLIP is to be employed as Assistant Director of Facilities, Capital Outlay Projects, Pos. #P0008122, Facilities, Department of Physical Plant, Saddleback College, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 14, Step 2, 40 hours per week, 12 month per year, effective August 14, 2017. This position was ratified by the Board of Trustees on April 25, 2016.
- b. GRANT, RYAN is to be employed as Athletic Equipment Specialist/Driver, Pos. #P0004215, School of Health, Kinesiology and Athletics, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 20 hours per week, 10 months per year, effective August 14, 2017. This is a replacement for Erica Garcia.
- c. KONG, TYAN is to be employed as Police Officer, Pos. #P0002575, Department of Campus Safety and Security, Saddleback College, Police Officer Association Bargaining Unit Salary Schedule Range II, Step 1, 20 hours per week, 12 months per year, effective July 28, 2017. This is a replacement for Todd Bramwell.
- d. KUDLIK, RICHARD is to be employed as Internal Auditor, Pos. #P0011240, Office of Administrative and Business Services, District Services, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 18, Step 5, 40 hours per week, 12 months per year, effective August 21, 2017. This position was ratified by the Board of Trustees on April 24, 2017.
- e. LUHER, CYNTHIA is to be employed as Program Assistant, Special Funded, Pos. #P0009413, Division of Liberal Arts, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 20 hours per week, 12 months per year, effective July 31, 2017. This is a replacement for Kathryn Latham. Employment in this special funded position is contingent upon funding by the Level Up grant.
- f. MORRIS, ROBERT is to be employed as Greenhouse Assistant, Pos. #P0003554, Horticulture, Division of Advanced Technology and Applied Sciences, Saddleback College, Classified Bargaining Unit Salary Schedule Range 114, Step 1, 20 hours per week, 12 months per year, effective July 24, 2017. This is a replacement for Tina Maldini.
- g. SMITH, EMMANUEL is to be employed as Grants Analyst, Pos. #P0004282, Department of Grants and Contracts, Saddleback College, Classified Bargaining Unit Salary Schedule Range 138, Step 1, 40 hours per week, 12 months per year, effective July 17, 2017. This is a replacement for Edward De La O.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

- h. ¹STINSON, FELICIA is to be employed as Program Specialist, Special Funded, Pos. #P0008124, Department of Grants and Contracts, Advanced Technology and Education Park Facility, Irvine Valley College, Classified Bargaining Unit salary Schedule Range 130, Step 1, 25 hours per week, 12 months per year, effective July 10, 2017. This position was ratified by the Board of Trustees on April 25, 2016, with employment contingent upon funding by the DSN-Orange County Deputy Sector Navigator grant.
- i. WEHR, MARTINE is to be employed as Director of Foster & Kinship Care Education Program, Categorical, Pos. #P0005023, Division of Health Sciences and Human Services, Saddleback College, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 12, Step 1, 32 hours per week, 12 months per year, effective August 10, 2017. This is a replacement for Susan Donelson. Employment in this position is contingent upon funding by Foster & Kinship Care Education Program.
- j. WILKEY, NANCY is to be employed as Police Officer, Pos. #P0004401, Department of Campus Safety and Security, Saddleback College, Police Officer Association Bargaining Unit Salary Schedule Range II, Step 1, 29 hours per week, 12 months per year, effective July 24, 2017. This is a replacement for William Harer.
- k. ZIMBALIST, JACQUELINE is to be employed as Senior Administrative Assistant, Pos. #P0003365, Student Development, Office of Student Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, 12 months per year, effective July 3, 2017. This is a replacement for Erin Long.

- 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>Range/</u> <u>Step</u>	<u>Start Date</u>
² Araiza, Alberto	Computer/Audiovisual Tech/SC	25.80	07/03/17-06/30/18
Avila, Juan	Custodian/IVC	19.27	07/01/17-06/30/18
Benites, Goffredo	Lab. Tech, Photography/Art/IVC	23.38	07/01/17-06/30/18
Burgett, Paul	Electrician/IVC	27.11	07/01/17-06/30/18
Bustos Hernandez, C.	Police Officer/IVC	30.02	07/01/17-06/30/18
³ Caldwell, Jessica	Outreach Assistant/SC	21.27	07/01/17-06/30/18
Cargo, Jamie	New Media/Marketing Spec./SC	34.71	06/12/17-06/30/17
Cargo, Jamie	New Media/Marketing Spec./SC	35.72	07/01/17-06/30/18
Dear, Derek	Campus Security Officer ST/SC	14.50	07/01/17-06/30/18
⁴ Flores, Ruby	Applications Specialist II/SC	34.71	07/01/17-06/30/18
Garcia, Jesus	Testing Specialist-Categ./IVC	22.80	06/12/17-06/30/17
Gomez, Beatriz	Custodian/IVC	19.27	07/01/17-06/30/18

¹ Related to Richard Stinson, Irvine Valley College.

² Related to Elva Araiza Admissions and Records Evaluator, Saddleback College; Jose Araiza, Groundskeeper, Saddleback College; Arthur Araiza, Counseling Office Assistant, Saddleback College; Tanis Araiza, Groundskeeper, Irvine Valley College.

³ Related to Jeanne Harris-Caldwell, Director of Student Health Center, Saddleback College.

⁴ Related to Elizabeth Weiss, Counselor, Saddleback College.

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>Range/ Step</u>	<u>Start Date</u>
Hall, Brian	Police Officer/IVC	29.14	07/01/17-06/30/18
Hernandez, Graciano	Groundskeeper/IVC	21.18	07/01/17-06/30/18
⁵ Hilton, John	Computer/Audiovisual Tech/SC	26.57	07/03/17-06/30/18
Hosseini, Victoria	Senior Administrative Asst./IVC	27.23	07/05/17-06/30/18
⁶ Ion, Caitlin	Senior Administrative Asst./IVC	26.45	07/01/17-06/30/18
James, Robert	Police Officer/IVC	29.14	07/01/17-06/30/18
Kalantari, Mehrandokht	Costume/Makeup Designer/SC	29.93	07/01/17-06/30/18
Kilduff, Cindy	Child Development Specialist/SC	24.07	07/03/17-06/30/18
Kong, Tyan	Police Officer/SC	29.14	07/01/17-06/30/18
Kopp, Edward	Plumber/IVC	27.11	07/01/17-06/30/18
⁷ LeBeau, Evan	Custodian/IVC	19.27	07/01/17-06/30/18
⁸ Ling, Maximilian	Program Assistant, SF/IVC	21.80	07/01/17-06/30/18
Matos, Arsenio	Network Systems Tech I/SC	29.93	07/01/17-06/30/18
Norman, Stephen	Custodian/IVC	19.27	07/01/17-06/30/18
Ocas, Danixa	Custodian/IVC	19.27	07/01/17-06/30/18
Prado, Fabian	Program Assistant, SF/SC	21.80	07/01/17-06/30/18
Reitsema Pretorius, C.	Costume/Makeup Designer/SC	29.93	07/01/17-06/30/18
Rezai, Jafar	Custodian/IVC	19.27	07/01/17-06/30/18
Sack, Tammy	Dispatcher/Records/IVC	22.35	07/15/17-06/30/18
Sanders Lamas, T.	Senior Administrative Asst./IVC	26.45	07/01/17-06/30/18
⁹ Sendaba, Barbara	Senior Health Office Asst./SC	27.91	07/01/17-06/30/18
¹⁰ Sessler, Madison	Office Assistant/SC	19.27	07/01/17-06/30/18
Sherman, Rocky	Athletic Equip Spec/Driver/SC	23.48	07/05/17-06/30/18
Ullrich, Karen	Child Development Specialist/SC	24.07	07/03/17-06/30/18
Velazquez Hernandez, H.	Groundskeeper/IVC	21.18	07/01/17-06/30/18
Vigueras, Carla	Sr. Lab Tech Performing Art/IVC	28.48	07/01/17-06/30/18
Villaescusa, Nicole	Program Assistant, SF./SC	21.80	07/01/17-06/30/18
Villar, James	Custodian/IVC	19.27	07/01/17-06/30/18
¹¹ Webster, Patrick	Program Outreach Specialist/SC	30.05	07/17/17-06/30/18

⁵ Related to Carol Hilton, Vice President of College Administrative Services, Saddleback College.

⁶ Related to Megan Peck, Executive Assistant, Irvine Valley College.

⁷ Related to Dean LeBeau, Locksmith, Irvine Valley College.

⁸ Related to Sophie Ling, Library Technician, Irvine Valley College.

⁹ Retired from Saddleback College (CalPERS)

¹⁰ Related to Louis Sessler, Facilities and Energy Project Manager, Saddleback College.

¹¹ Related to Perry Webster, Associate Faculty, Saddleback College.

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>
Abbas, John	Clerk/SC	16.00	07/01/17-06/30/18
Abrahams, Lawrence	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Adams, Kathleen	Project Specialist/IVC	30.00	07/01/17-06/30/18
Algernon, Nancy	Project Specialist/IVC	24.00	07/01/17-06/30/18
AraujoRodriguez, Sanjuana	Project Specialist/SC	14.00	07/01/17-06/30/18
Arevalo, Sylvia	Project Specialist/SC	24.00	07/01/17-06/30/18
Artemov, Tatyana	Project Specialist/SC	22.00	07/01/17-06/30/18
Balkis, Nadia	Project Specialist/IVC	15.00	07/01/17-06/30/18
Banuelos, Noelle	Project Specialist/SC	50.00	05/15/17-06/30/17
Banuelos, Noelle	Project Specialist/SC	50.00	07/01/17-06/30/18
Bautista, Juan	Project Specialist/DS	12.00	07/01/17-06/30/18
Black, Kari	Project Specialist/IVC	14.00	07/01/17-06/30/18
Brown, Anna	Project Specialist/SC	20.00	07/25/17-06/30/18
Clemons, Gregory	Project Specialist/SC	14.00	07/01/17-06/30/18
Cook, Jonathan	Adapted Kinesiology Aide/SC	12.50	07/01/17-06/30/18
Cox, Katheryn	Project Specialist/SC	11.50	07/01/17-06/30/18
Cubillos Bezanilla, Sandra	Project Specialist/SC	21.00	07/01/17-06/30/18
Dahiya, Gargi	Clerk/IVC	11.50	07/01/17-06/30/18
Darby, Lucy	TMD Aide/SC	15.00	07/01/17-06/30/18
Davis, Matthew	Project Specialist/DS	14.00	07/01/17-06/30/18
Davis, Parker	Project Specialist/IVC	55.00	07/01/17-06/30/18
Dehmoobad, Atria	Project Specialist/SC	15.00	07/01/17-06/30/18
Dehnke, Allen	Project Specialist/DS	25.00	07/01/17-06/30/18
Doyle, Meghan	Project Specialist/SC	17.00	06/29/17-06/30/17
Doyle, Meghan	Project Specialist/SC	17.00	07/01/17-06/30/18
Eckman, Kenneth	Project Specialist/IVC	50.00	07/01/17-06/30/18
¹² Espinoza, Agustin	Project Specialist/SC	18.00	07/01/17-06/30/18
¹³ Farrell, Nicholas	Project Specialist/IVC	24.00	07/01/17-06/30/18
Filtz, Henry	Adapted Kinesiology Aide/SC	12.50	07/01/17-06/30/18
Forschner, Stefan	Project Specialist/IVC	15.00	07/17/17-06/30/18
Francke, Melissa	Clerk/SC	16.00	07/01/17-06/30/18
Frey, Connie	Project Specialist/IVC	20.00	07/01/17-06/30/18
Fuentes, Kate	Project Specialist/SC	18.00	07/01/17-06/30/18
Garbis, Tiffany	Project Specialist/IVC	20.00	07/01/17-06/30/18
Gines, Maria	Clerk/IVC	11.50	07/01/17-06/30/18
Gomez, Fermin	Project Specialist/SC	15.50	07/01/17-06/30/18
Gonzalez, Deyanira	Project Specialist/SC	24.00	07/01/17-06/30/18
Gorbachov, Ievgenni	Project Specialist/IVC	15.00	07/01/17-06/30/18
Granados, Maritza	Project Specialist/SC	14.50	07/01/17-06/30/18
Gutierrez, Aaron	Clerk/SC	14.00	07/01/17-06/30/18

¹² Related to Augustin Espinoza, Network Systems Technician II, Saddleback College.

¹³ Related to Jennifer Farrell, Senior Laboratory Technician, Life and Physical Science, Irvine Valley College.

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>
Gutierrez, Nathen	Adapted Kinesiology Aide/SC	13.50	07/01/17-06/30/18
Hall, Dustin	Project Specialist/IVC	15.00	07/01/17-06/30/18
Hartman, Trae	TMD Aide/IVC	14.00	07/01/17-06/30/18
Hendrix, Lucinda	Project Specialist/SC	15.00	06/15/17-06/30/17
Hendrix, Lucinda	Project Specialist/SC	15.00	07/01/17-06/30/18
Hernandez Sanchez, Aurora	Project Specialist/SC	14.50	07/01/17-06/30/18
Hillenbrand, Nicholas	TMD Aide/IVC	14.00	07/01/17-06/30/18
Hughes, Jacob	Adapted Kinesiology Aide/SC	12.00	07/01/17-06/30/18
Imam, Omar	TMD Aide/IVC	14.00	07/01/17-06/30/18
Jacob, Daryl	Project Specialist/SC	15.50	07/01/17-06/30/18
Jaime, Alexander	Project Specialist/IVC	16.00	07/31/17-06/30/18
Jamshid Shirazi, Sepideh	Clerk/SC	16.00	07/10/17-06/30/18
Juan, Allan	Project Specialist/IVC	16.00	07/01/17-06/30/18
Kalache, Celso	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Karlsson, Hans	Project Specialist/SC	20.00	07/01/17-06/30/18
Kavazov, Violeta	Project Specialist/SC	17.00	07/01/17-06/30/18
Khezri, Jasmine	Project Specialist/SC	19.00	07/01/17-06/30/18
King, Katelyn	Project Specialist/SC	16.50	07/01/17-06/30/18
Knopick, Eric	Adapted Kinesiology Aide/SC	11.50	07/01/17-06/30/18
Lancaster, Thomas	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Landingham, Lindsey	Project Specialist/SC	15.00	07/01/17-06/30/18
Lee, Roy	Project Specialist/SC	45.00	07/01/17-06/30/18
Lindahl, Glenda	Project Specialist/SC	18.00	07/01/17-06/30/18
Lowey-Ball, Marisa	TMD Aide/SC	14.00	07/01/17-06/30/18
Lucarelli, Jeffrey	Clerk/IVC	11.50	07/01/17-06/30/18
Lyles Reed, LaMaiyah	Clerk/IVC	11.50	07/01/17-06/30/18
Martinez, Mariah	Project Specialist/IVC	14.00	07/01/17-06/30/18
Martinez, Nikole	Clerk/IVC	11.50	07/01/17-06/30/18
Mathias, Lisia	Project Specialist/SC	16.00	07/01/17-06/30/18
Matthews, Brenda	Clerk/IVC	19.00	07/01/17-06/30/18
Mayville, Joseph	Adapted Kinesiology Aide/SC	11.50	07/01/17-06/30/18
Mazaiwana, Alice	Project Specialist/SC	16.00	07/24/17-06/30/18
¹⁴ McFann, Caitlin	TMD Aide/SC	11.50	07/01/17-06/30/18
McLain, Heather	TMD Aide/SC	14.00	07/01/17-06/30/18
Medina-Olguin, Jailene	Project Specialist/SC	15.00	07/01/17-06/30/18
Miller, Chase	Adapted Kinesiology Aide/SC	12.50	07/01/17-06/30/18
Miranda, Efrem	Project Specialist/SC	25.00	07/10/17-06/30/18
Mitchell, Michael	C. Security Officer ST/SC	12.00	07/01/17-06/30/18
Mobedshahi, Noushin	TMD/IVC	20.00	07/01/17-06/30/18
Mocalis, Ashley	Project Specialist/SC	15.00	07/01/17-06/30/18
Molina Gallardo, Karen	Outreach Aide/SC	11.50	07/01/17-06/30/18

¹⁴ Related to Kent McFann, Theatre Arts Instructor, Saddleback College.

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>
Molina Gallardo, Karen	Project Specialist/SC	25.00	07/17/17-06/30/18
Montanari, Christine	Adapted Kinesiology Aide/SC	13.50	07/01/17-06/30/18
Moock, Marlee	Child Dev. Ctr. Aide/SC	12.00	07/01/17-06/30/18
Mora, Felicia	Project Specialist/IVC	21.00	07/01/17-06/30/18
Morel, Jerald	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Moreno Castaneda, Chantal	Clerk/SC	11.50	06/15/17-06/30/17
Moreno Castaneda, Chantal	Clerk/SC	11.50	07/01/17-06/30/18
Moreno Ocampo, Edgar	Project Specialist/SC	14.00	07/01/17-06/30/18
¹⁵ Moreno, Deisy	Project Specialist/SC	16.00	07/01/17-06/30/18
¹⁵ Moreno, Mariana	Project Specialist/SC	20.00	07/01/17-06/30/18
Mueller, Larry	Project Specialist/SC	47.50	07/01/17-06/30/18
Muldez, Brahma Mae	Project Specialist/SC	12.00	07/01/17-06/30/18
Nakamura, Gary	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Namiranian, Armita	TMD Aide/IVC	16.00	07/01/17-06/30/18
Naval, Mark	Project Specialist/SC	16.00	07/01/17-06/30/18
Neri Vazquez, Nancy	Outreach Aide/SC	12.50	07/01/17-06/30/18
Nguyen, Ethan	Project Specialist/SC	12.50	07/01/17-06/30/18
Niccole, Lana	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Nicklin, Tamra	Project Specialist/SC	11.50	06/15/17-06/30/17
Nicklin, Tamra	Project Specialist/SC	11.50	07/01/17-06/30/18
Nieto, Diana	Project Specialist/SC	25.00	07/01/17-06/30/18
Nusenow, Stephanie	Project Specialist/SC	12.00	07/01/17-06/30/18
Ochiai, Alan	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Oliver, Maureen	Project Specialist/DS	50.00	07/24/17-06/30/18
Ong, Lay Chin	Project Specialist/IVC	18.00	07/01/17-06/30/18
Ortega Gonzalez, Dulce	Child Dev. Ctr Aide/SCSC	11.50	07/01/17-06/30/18
Oyama, Janice	Project Specialist/DS	17.00	07/01/17-06/30/18
Padawer, Lindsay	Project Specialist/IVC	15.00	06/13/17-06/30/17
Padawer, Lindsay	Project Specialist/IVC	15.00	07/01/17-06/30/18
Paley, Rachel	Project Specialist/IVC	21.00	07/01/17-06/30/18
¹⁶ Parks, Jeremy	Project Specialist/IVC	12.50	06/15/17-06/30/17
Parks, Jeremy	Project Specialist/IVC	12.50	07/01/17-06/30/18
Parra, Antonio	Adapted Kinesiology Aide/SC	12.50	05/15/17-06/30/17
Parra, Antonio	Adapted Kinesiology Aide/SC	12.50	07/01/17-06/30/18
¹⁷ Parra, Cristina	Clerk/SC	18.00	07/01/17-06/30/18
Parrilla, Edward	Adapted Kinesiology Aide/SC	11.50	07/01/17-06/30/18
Pearson, Jennifer	Project Specialist/SC	24.00	07/01/17-06/30/18
Perez Ruelas, Osvaldo	Outreach Aide/SC	11.50	07/01/17-06/30/18

¹⁵ Deisy Moreno and Mariana Moreno are related.

¹⁶ Related to Monica Hooe, Senior Administrative Assistant, Irvine Valley College.

¹⁷ Related to Lori Parra, Extended Opportunity Specialist & Michael Parra, Program Assistant, Saddleback College

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>
Perez, Jeremiah	Project Specialist/IVC	20.00	07/01/17-06/30/18
Perez, Lizbeth	Project Specialist/SC	11.50	07/01/17-06/30/18
Perez, Megan	Project Specialist/SC	11.50	04/27/17-06/30/17
Perez, Megan	Project Specialist/SC	11.50	07/01/17-06/30/18
Perez-Perez, Diana	Project Specialist/SC	12.00	07/01/17-06/30/18
Phan, Jennifer	Project Specialist/IVC	14.00	07/01/17-06/30/18
Picard, Amanda	TMD/IVC	14.00	07/01/17-06/30/18
Ponce, Marlene	Project Specialist/IVC	18.50	07/01/17-06/30/18
Pouresfandiari, Shahram	Project Specialist/IVC	15.00	07/01/17-06/30/18
Prado, Fabian	Project Specialist/SC	14.00	06/07/17-06/30/17
Prado, Fabian	Project Specialist/SC	14.00	07/01/17-06/30/18
Preble, Lisa	TMD/IVC	18.00	07/01/17-06/30/18
Preston, Lynn	Project Specialist/SC	15.50	07/01/17-06/30/18
Quezada Salgado, Mariela	Project Specialist/SC	11.50	07/01/17-06/30/18
Ramirez Vasquez, Jeneffer	Project Specialist/SC	15.00	07/01/17-06/30/18
Razo, Jorge	Project Specialist/SC	50.00	07/01/17-06/30/18
Reichle, Jill	Project Specialist/SC	15.50	07/01/17-06/30/18
¹⁸ Renfro, Hedy	Project Specialist/SC	15.00	07/01/17-06/30/18
Reyes-Martha, Mirriam	Project Specialist/IVC	13.00	07/01/17-06/30/18
Reza, Nicholas	Project Specialist/SC	14.00	07/01/17-06/30/18
Rindshoj, Marley	TMD/SC	11.50	04/27/17-06/30/17
Rindshoj, Marley	TMD/SC	11.50	07/01/17-06/30/18
Roach, Eileen	Project Specialist/SC	25.00	07/01/17-06/30/18
Rodriguez, Daniela	TMD Aide/SC	11.50	07/01/17-06/30/18
Rodriguez-Palacios, G.	Project Specialist/IVC	15.00	07/01/17-06/30/18
RodriguezPalacios, Guiller	Project Specialist/IVC	15.00	07/01/17-06/30/18
Romero, Andrea	Project Specialist/SC	11.50	07/01/17-06/30/18
Ross, Chad	Project Specialist/SC	11.50	57/10/7-06/30/18
Rostami, Fatemeh	Project Specialist/IVC	13.00	07/01/17-06/30/18
Rova, Reid	Project Specialist/SC	17.00	07/01/17-06/30/18
Rubio, Maria	Project Specialist/IVC	20.00	07/01/17-06/30/18
Russell, Allison	Coaching Aide/SC	25.00	07/17/17-06/30/18
Sack, Tammy	Project Specialist/IVC	20.00	07/01/17-06/30/18
Salaguinto, Pamela	Child Dev. Ctr Aide/SCSC	12.00	07/01/17-06/30/18
Salloum, Sonia	Project Specialist/SC	20.00	07/01/17-06/30/18
Sanchez, Juliana	Child Dev. Ctr Aide/SCSC	11.50	07/01/17-06/30/18
Sanchez, Phillip	Project Specialist/SC	18.00	07/01/17-06/30/18
Sandoval-Nava, Cindy	Project Specialist/SC	12.00	07/01/17-06/30/18
Sangalang, Emery	Project Specialist/SC	14.00	06/23/17-06/30/17
Sangalang, Emery	Project Specialist/SC	14.00	07/01/17-06/30/18

¹⁸ Retired from Irvine Valley College (CalPERS)

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>
Saur, Barbara	Project Specialist/SC	32.50	07/01/17-06/30/18
Savage, Christina	Child Dev. Ctr Aide/SCSC	20.00	07/01/17-06/30/18
Schenitzki, Maxwell	Outreach Aide/SC	14.00	06/27/17-06/30/17
Schenitzki, Maxwell	Outreach Aide/SC	14.00	07/01/17-06/30/18
Schlesinger, David	Project Specialist/SC	16.50	07/01/17-06/30/18
Sebold, Margaret	Clerk/SC	18.00	07/01/17-06/30/18
Seitz, Kyle	TMD/IVC	14.00	07/01/17-06/30/18
Semanik, Erika	Project Specialist/SC	14.00	07/01/17-06/30/18
Severin, Lynn	Project Specialist/SC	20.00	07/01/17-06/30/18
Seymen-Azadian, Beril	Clerk/IVC	11.50	07/01/17-06/30/18
¹⁹ Shackleford, Rochelle	Clerk/SC	16.00	07/10/17-06/30/18
Shalhoup, Dinara	Campus Sec. Officer ST/SC	12.00	05/18/17-06/30/17
Shalhoup, Dinara	Campus Sec. Officer ST/SC	12.00	07/01/17-06/30/18
Shearman, Carrie	Project Specialist/SC	16.50	07/01/17-06/30/18
Shedd, Sydney	Child Dev Center Aide/SC	12.00	07/26/17-06/30/18
Shekhalevich, Anton	Project Specialist/SC	18.00	07/01/17-06/30/18
Signorelli, Keoni	TMD/IVC	14.00	05/31/17-06/30/17
Signorelli, Keoni	TMD/IVC	14.00	07/01/17-06/30/18
Siriwardena, Yenuka	Project Specialist/SC	12.00	07/01/17-06/30/18
²⁰ Skaff, Donald	Project Specialist/SC	14.00	07/17/17-06/30/18
Skidmore, Brian	Campus Sec. Officer ST/SC	18.00	06/05/17-06/30/17
Skidmore, Brian	Campus Sec. Officer ST/SC	18.00	07/01/17-06/30/18
Snakowski, Andrew	Project Specialist/IVC	18.00	07/01/17-06/30/18
Solis Granados, Isaac	Project Specialist/SC	12.00	07/01/17-06/30/18
Sparkuhl, Julie	Project Specialist/SC	12.50	07/01/17-06/30/18
Spencer, Ronald	Project Specialist/SC	15.00	07/01/17-06/30/18
Stinson, Felicia	Project Specialist/IVC	30.00	07/01/17-06/30/18
Suleiman, Sereen	Project Specialist/SC	14.00	06/19/17-06/30/17
Suleiman, Sereen	Project Specialist/SC	14.00	07/01/17-06/30/18
Sunico, Anton	Project Specialist/SC	12.00	07/01/17-06/30/18
Sussman, Diane	Project Specialist/SC	11.50	07/01/17-06/30/18
Suveiu, Virginia	Project Specialist/IVC	20.00	07/01/17-06/30/18
Swanson, Sherrie	Project Specialist/DS	20.00	07/01/17-06/30/18
Tesch, Gregory	Project Specialist/DS	50.00	07/01/17-06/30/18
²¹ Tiongson, Joycelyne	Project Specialist/IVC	21.00	07/01/17-06/30/18
Torres, Rocio	Project Specialist/SC	25.00	07/01/17-06/30/18
Tran, Brian	Adapted Kinesiology Aide/SC	12.50	07/01/17-06/30/18
Tran, Dang	Project Specialist/IVC	14.00	05/24/17-06/30/17

¹⁹ Related to Keith Shackleford, Dean of Health, Kinesiology and Athletics, Irvine Valley College.

²⁰ Related to Penelope Skaff, Dean of Counseling Services, Saddleback College.

²¹ Related to Edwin Tiongson, Speech and Forensics Instructor, Irvine Valley College.

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>
Tran, Dang	Project Specialist/IVC	14.00	07/01/17-06/30/18
Trant, Michael	Outreach Aide/SC	12.50	07/01/17-06/30/18
Trumble, Michaela	TMD Aide/SC	11.50	07/01/17-06/30/18
Tugatong, Jitphatsorn	Project Specialist/IVC	13.00	06/15/17-06/30/17
Tugatong, Jitphatsorn	Project Specialist/IVC	13.00	07/01/17-06/30/18
Valencia Espino, Lisa	Project Specialist/IVC	11.50	07/01/17-06/30/18
Van Vlear, Andrew	Project Specialist/SC	45.00	07/01/17-06/30/18
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
Varela, Marcus	Adapted Kinesiology Aide/SC	13.50	07/01/17-06/30/18
Vazquez, Obdulia	Project Specialist/SC	25.00	07/01/17-06/30/18
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
Villaescusa, Nicole	Adapted Kinesiology Aide/SC	20.00	07/01/17-06/30/18
Vu, Son	Project Specialist/SC	15.50	07/01/17-06/30/18
Wade, Veronica	Project Specialist/SC	25.00	07/01/17-06/30/18
Wagner, Richard	Project Specialist/IVC	25.00	07/01/17-06/30/18
Wallace, Kyle	Coaching Aide/SC	25.00	07/01/17-06/30/18
Webb, Zariah	TMD/IVC	11.50	07/01/17-06/30/18
Wells, Douglas	Adapted Kinesiology Aide/SC	16.00	07/01/17-06/30/18
Wert, Spencer	Project Specialist/IVC	15.00	07/18/17-06/30/18
Williams, Christopher	Project Specialist/SC	16.00	07/01/17-06/30/18
Willis, Heather	TMD/IVC	20.00	07/01/17-06/30/18
Winchester, Kimberlee	Clerk/IVC	11.50	07/01/17-06/30/18
Windisch, Ryan	Coaching Aide/IVC	25.00	07/01/17-06/30/18
Wondrash, Korri	Child Dev. Ctr Aide/SCSC	11.50	07/01/17-06/30/18
Wu-Woods, Natalie	Project Specialist/IVC	15.00	07/01/17-06/30/18
Wybaczynsky, Oleksandyr	Project Specialist/SC	15.00	07/01/17-06/30/18
Wyche, Sonja	Project Specialist/DS	30.00	07/01/17-06/30/18
Yazdanie, Haider	Clerk/IVC	11.50	07/01/17-06/30/18
Yip, Vienna	Project Specialist/SC	18.00	07/01/17-06/30/18

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

<u>Name</u>	<u>Start/End Date</u>
Abbasinik, Mana	07/01/17-06/30/18
Adon, Rose	06/16/17-06/30/17
Adon, Rose	07/01/17-06/30/18
Ahadi Sarkani, Seyed	07/15/17-06/30/18
Al Abtah, Abdul Rahman	07/01/17-06/30/18

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Name</u>	<u>Start/End Date</u>
Albright, Lindsay	07/17/17-06/30/18
Al-Hatem, Tamarah	07/01/17-06/30/18
Asturias, Amira Ann	07/01/17-06/30/18
Azarmehr, Arash	05/18/17-06/30/17
Azarmehr, Arash	07/01/17-06/30/18
Benice, Olivia	07/01/17-06/30/18
Berrios, Willis	07/01/17-06/30/18
Best, Kristina	07/01/17-06/30/18
Bigdeli, Mina	07/01/17-06/30/18
Brito, Laura	07/10/17-06/30/18
Chau, Casey	07/01/17-06/30/18
Cherqaoui, Sara	07/01/17-06/30/18
Choy, Zi Yang	06/27/17-06/30/17
Choy, Zi Yang	07/01/17-06/30/18
Connolly, Christine	07/01/17-06/30/18
Crawford, Samuel	07/01/17-06/30/18
De Jesus, Kayla	07/01/17-06/30/18
Dean, Zeenat	07/01/17-06/30/18
Decker, Melanie	07/26/17-06/30/18
Dhillon, Garrett	07/01/17-06/30/18
Diaz, Tyler	07/01/17-06/30/18
Diniyarian, Farzaneh	07/01/17-06/30/18
Edwards, Aaron	06/16/17-06/30/17
Edwards, Aaron	07/01/17-06/30/18
El Rayess Naime, Omar	07/01/17-06/30/18
Escobar Flores, Isabel	07/01/17-06/30/18
Espinosa, Ricardo	07/01/17-06/30/18
Farahbod, Nahid	07/01/17-06/30/18
Farokh Siar, Farahnaz	07/01/17-06/30/18
Finks, Samantha	07/17/17-06/30/18
Flores, Jesse	07/01/17-06/30/18
Garcia Contreras, Rogelio	07/01/17-06/30/18
Garcia Gonzalez, Elizabeth	07/01/17-06/30/18
Garcia, Mayra	07/18/17-06/30/18
Gomez, Katelyn	07/01/17-06/30/18
Gooya, Madis	07/01/17-06/30/18
Grable, Chaye	07/01/17-06/30/18
Grass, Ruth	07/01/17-06/30/18
Hosseini, Ava	07/01/17-06/30/18
Hosseini, Mohammadsafa	06/23/17-06/30/17
Hosseini, Mohammadsafa	07/01/17-06/30/18
Huerta, Luis	07/01/17-06/30/18

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Name</u>	<u>Start/End Date</u>
²² Idris, Abdelrahman	07/01/17-06/30/18
²² Idris, Nehal	07/01/17-06/30/18
Jin, Changyu	07/01/17-06/30/18
Karzai, Spoushmai	07/06/17-06/30/18
Kenny, Dillan	07/01/17-06/30/18
Kessler, Nicholas	07/01/17-06/30/18
Klein, Wesley	07/01/17-06/30/18
Kline, Lisa	07/17/17-06/30/18
Komoto, Christina	07/01/17-06/30/18
Koosha, Milad	07/01/17-06/30/18
Lam, Patrick	07/01/17-06/30/18
Lee, Jaesteve	07/01/17-06/30/18
Li, Carolyn	07/01/17-06/30/18
Long, Jason	07/01/17-06/30/18
Lybrand, Jesse	07/01/17-06/30/18
Mansouri, Nadia	07/17/17-06/30/18
Meshgin, Neeyusha	07/01/17-06/30/18
Mohseni, Akbar	07/01/17-06/30/18
Moreno Ornelas, Osvaldo	06/15/17-06/30/17
Moreno Ornelas, Osvaldo	07/01/17-06/30/18
Morgan, Daniel	07/01/17-06/30/18
Nguyen, Nhi	07/01/17-06/30/18
Nourian, Milad	07/01/17-06/30/18
Ohadirafsanjani, Sharareh	07/01/17-06/30/18
Ortiz, Destiny	07/01/17-06/30/18
Paracha, Aliya	07/01/17-06/30/18
Payan, Noushin	07/01/17-06/30/18
Peralta, Rosa	07/01/17-06/30/18
Pinchuk, Anatolii	07/14/17-06/30/18
Pollard, Jacob	07/01/17-06/30/18
Qureshi, Kinza	07/01/17-06/30/18
Rausch, Jack	07/01/17-06/30/18
Renteria, Christian	07/01/17-06/30/18
Safavi, Leela	07/01/17-06/30/18
Salazar, Juan	07/01/17-06/30/18
Salgado, Adriana	07/01/17-06/30/18
Saliba, Cindy	07/01/17-06/30/18
Sanchez, Paul	07/01/17-06/30/18
Saydman, Rivka	07/01/17-06/30/18
Segien, Donald	07/01/17-06/30/18
Seo, Juhyeon	07/01/17-06/30/18
Shabakesaz, Pauniz	07/01/17-06/30/18

²² Abdelrahman Idris and Nehal Idris are related.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

Name	Start/End Date
Shahili, Mohammad	07/01/17-06/30/18
Shahili, Reza	07/01/17-06/30/18
Sky, Chloe	06/27/17-06/30/17
Sky, Chloe	07/01/17-06/30/18
Sommer, Brandon	07/01/17-06/30/18
²³ Strong, Margarette	07/01/17-06/30/18
²³ Strong, Mark	07/01/17-06/30/18
Sutton, Caitlin	07/01/17-06/30/18
Tabuchi, Haruka	07/01/17-06/30/18
Thantrakul, Karen	07/01/17-06/30/18
Thompson, Jordan	07/17/17-06/30/18
Torres, Brenda	07/01/17-06/30/18
Urdaneta-Carrera, Alejandro	07/01/17-06/30/18
Vega, Courtney	07/10/17-06/30/18
Velasquez, Claudia	07/17/17-06/30/18
Villasenor, Brenda	07/01/17-06/30/18
Walker-Mendez, Sean	07/01/17-06/30/18
Williams, Jeremy	07/01/17-06/30/18
Younan, Dalia	07/17/17-06/30/18
Zareh, Zahra	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</u>	<u>Start/End Date</u>
		<u>Exceed (\$)</u>	
Adney, Curtis	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Aghamohammadiamghani, P.	Tutor/IVC	12.00	07/01/17-06/30/18
Alrayes, Samer	Tutor/SC	12.00	07/01/17-06/30/18
Alvstad, Jenna	Senior Lifeguard/SC	12.00	07/01/17-06/30/18
Andrade, Lauren	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Asfahani, Celena	Tutor/IVC	12.00	07/01/17-06/30/18
Babaei, Shohreh	Tutor/SC	12.00	07/01/17-06/30/18
Bailey, Karyn	Tutor/SC	12.00	07/01/17-06/30/18
Bascom, Chantal	Tutor/SC	12.00	07/01/17-06/30/18
Bayrakci, Arda	Tutor/IVC	14.00	07/01/17-06/30/18
Bedolfe, Tamara	Tutor/SC	12.00	07/01/17-06/30/18

²³ Margarette Strong and Mark Strong are related.

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>
Beebe, Logan	Recreation Aide/SC	11.50	07/01/17-06/30/18
Borgese, James	Model/IVC	25.00	07/01/17-06/30/18
Bowman, Emma	Model/IVC	25.00	07/01/17-06/30/18
Breceda, Larry	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Brooks, Hudson	Recreation Aide/SC	11.50	07/01/17-06/30/18
Brown, Michael	Workforce Trainer/IVC	72.00	07/01/17-06/30/18
Bustamante, Zachary	Recreation Aide/SC	11.50	07/01/17-06/30/18
Campbell, Brooke	Tutor/SC	15.00	07/01/17-06/30/18
Carey, Jonathan	Tutor/IVC	14.00	07/01/17-06/30/18
Chapman, Jillian	Tutor/SC	12.00	07/01/17-06/30/18
Chen, Kaiser	Clinical Skills Specialist/SC	30.00	08/21/17-06/30/18
Chowdhury, Farhan	Tutor/IVC	12.50	07/01/17-06/30/18
Craig, Steven	AOJ Trainer/IVC	70.00	07/01/17-06/30/18
Czechorosky, Tonia	Model/IVC	25.00	07/01/17-06/30/18
Davidson, Kelsey	Senior Lifeguard/SC	15.00	07/01/07-06/30/18
Dinani, Seyed Erfran	Tutor/SC	12.00	07/26/17-06/30/18
Dollar, Alan	AOJ Trainer/IVC	70.00	07/01/17-06/30/18
Eckhart, Sherry	Model/IVC	25.00	07/01/17-06/30/18
Emami, Shaheen	Recreation Aide/SC	11.50	07/01/17-06/30/18
Ensor, Anja	Tutor/SC	12.00	07/01/17-06/30/18
Fajardo, Zachary	Model/SC	25.00	07/01/17-06/30/18
²⁴ Faris, Jacqueline	Recreation Aide/SC	11.50	07/01/17-06/30/18
Ferdosian, Arshang	Tutor/SC	12.00	07/01/17-06/30/18
Finkelstein, Kara	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Gable, Ronald	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Galang, Miguel Antonio	Tutor/IVC	11.50	07/17/17-06/30/18
Galbraith, Mark	Medical Professional/SC	100.00	07/01/17-06/30/18
Garber, Logan	Clinical Skills Specialist/SC	20.00	07/17/17-06/30/18
Garcia, Tony	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Gellatly, Jillian	Recreation Aide/SC	12.00	07/01/17-06/30/18
Gialamas, Gus	Medical Professional/SC	100.00	07/01/17-06/30/18
Goodley, Mark	Workforce Trainer/IVC	72.00	07/01/17-06/30/18
Goodrich, Peter	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Guest, Noah	Certified Test Proctor/IVC	12.50	07/01/17-06/30/18
Hadley, Jamie	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Hall, Jordan	Tutor/SC	12.00	07/01/17-06/30/18
Halvorson, Sierra	Model/IVC	25.00	07/01/17-06/30/18
Han, DoHee	Tutor/IVC	12.50	07/01/17-06/30/18

²⁴ Related to Mary Opel, Director of Site Development, District Services.

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>
Hay, Michael	Tutor/SC	12.00	07/01/17-06/30/18
Hermann, Lucy Jo	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Hervas, Adrienne	Tutor/IVC	11.50	08/12/17-06/30/18
Hill, Douglas	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Hsiung, Thomas	Tutor/IVC	11.50	07/01/17-06/30/18
²⁵ Idris, Mohamed	Tutor/SC	12.00	07/01/17-06/30/18
Jacinto, Carolyn	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Janey, Andrew	Tutor/IVC	11.50	07/31/17-06/30/18
Karimi Tararani, Maryam	Tutor/SC	12.00	07/01/17-06/30/18
Katzenberger, Denise	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Kennedy, Joseph	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Khabbaz, Raja	Workforce Trainer/IVC	72.00	07/01/17-06/30/18
Kimball, Vanessa	Tutor/SC	12.00	07/01/17-06/30/18
Knauer, Gary	Tutor/SC	12.00	07/01/17-06/30/18
Kofford, Judith	Medical Professional/IVC	30.00	07/01/17-06/30/18
Kohn, Denise	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Le, Kyle	Recreation Aide/SC	11.50	07/01/07-06/30/18
Leong, Shint	Recreation Aide/SC	11.50	07/01/17-06/30/18
Little, Laura	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Liu, Christopher	Tutor/IVC	12.00	07/01/17-06/30/18
Lobo, Allasyn	Interpreter III/IVC	25.00	07/01/17-06/30/18
Lopez, Celina	Interpreter III/IVC	25.00	07/26/17-06/30/18
Lopez, Chris	Tutor/SC	12.00	07/01/17-06/30/18
Loyola, Matias	Recreation Aide/SC	12.00	07/01/17-06/30/18
Ludes, Samantha	Recreation Leader/SC	12.50	07/01/17-06/30/18
²⁶ Luschei, Ashleigh	Tutor/SC	12.00	07/01/17-06/30/18
²⁶ Luschei, Daniel	Tutor/SC	12.00	07/01/17-06/30/18
²⁶ Luschei, Savannah	Tutor/SC	12.00	07/01/17-06/30/18
Luxon, Ryan	Tutor/SC	12.00	07/01/17-06/30/18
MacDonald, Donald	Tutor/SC	12.00	07/01/17-06/30/18
Mahon, Nicholas	Tutor/IVC	13.00	07/01/17-06/30/18
Maller, Robert	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
²⁷ Mangels, Amanda	Recreation Aide/SC	11.50	07/01/17-06/30/18
Manzo, Tony	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Marandola, Michael	Senior Lifeguard/SC	12.00	07/01/17-06/30/18
Marangi, Kent	Medical Professional/SC	100.00	07/01/17-06/30/18

²⁵ Abdelrahman Idris and Nehal Idris are related.

²⁶ Ashleigh Luschei, Daniel Luschei and Savannah Luschei are related.

²⁷ Related to Lori Mangels, Human Resources Specialist, District Services.

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>
Marano, Toni	Tutor/SC	15.00	07/01/17-06/30/18
Marcot, Wendy	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Marsh, Shelly	Senior Lifeguard/SC	13.50	07/01/17-06/30/18
Martin, Douglas	AOJ Trainer/IVC	70.00	07/01/17-06/30/18
Martin, Kristi	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Martin, Paul-Dean	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Matthews, Duane	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Mayani, Homa	Tutor/SC	12.00	07/01/17-06/30/18
McCartney, Kristen	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
²⁸ McClusky, Nathan	Tutor/SC	12.00	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
McCrory, Mark	Interpreter V/IVC	45.00	07/01/17-06/30/18
McDonald, Deborah	Certified Test Proctor/IVC	11.50	07/01/17-06/30/18
McGuirk, Brittany	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
McLinn, Torrey	Captionist (Real-Time)/IVC	35.00	07/01/17-06/30/18
McMahon, Alicia	Model/SC	25.00	07/01/17-06/30/18
McQuade, Elsie	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Meach, Neil	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Metivier, Jackson	Tutor/IVC	12.00	07/01/17-06/30/18
Meyer, Tara	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Meyers, Valerie	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Micalizio, Gabriella	Community Ed Presenter/SC	11.50	05/18/17-06/30/17
Micalizio, Gabriella	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Miller, Nancy	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Mirzada, Maschal	Tutor/SC	12.00	05/18/17-06/30/17
Mirzada, Maschal	Tutor/SC	12.00	07/01/17-06/30/18
Mohammadi, Ava	Tutor/IVC	12.00	07/01/17-06/30/18
Montgomery, Edie	Tutor/SC	12.00	07/01/17-06/30/18
Mooney, Susan	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Moore, Christopher	Model/SC	25.00	07/01/17-06/30/18
Moran, Elaine	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Morefield, Michael	Interpreter IV/IVC	35.00	07/01/17-06/30/18
Morgan, Taylor	Tutor/SC	15.00	07/01/17-06/30/18
MoscarelloMerritt, 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
Mostaghni, Navid	Tutor/IVC	12.50	07/01/17-06/30/18
Mozaffari, Khashayar	Tutor/SC	12.00	07/01/17-06/30/18

²⁸ Related to Georganne McClusky, Senior Administrative Assistant, Saddleback College.

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>
²⁹ Mulder, Cole	Recreation Aide/SC	11.50	05/17/17-06/30/17
Mulder, Cole	Recreation Aide/SC	11.50	07/01/17-06/30/18
Murphy, William	AOJ Trainer/IVC	70.00	07/01/17-06/30/18
Murray, Sonya	Medical Professional/SC	70.00	07/01/17-06/30/18
Naghibi, Seyed	Tutor/SC	12.00	07/01/17-06/30/18
Nelson, Christy	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Ng, Alvin	Tutor/IVC	11.50	07/01/17-06/30/18
Nguyen, Ethan	Recreation Aide/SC	11.50	06/15/17-06/30/17
Nguyen, Ethan	Recreation Aide/SC	11.50	07/01/17-06/30/18
Nguyen, Hendy	Tutor/IVC	14.00	05/31/17-06/30/17
Nguyen, Hendy	Tutor/IVC	14.00	07/01/17-06/30/18
Nguyen, Michael	Tutor/SC	15.00	07/01/17-06/30/18
Niggemann, Richard	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Nikkhah, Shahrzad	Tutor/SC	12.00	07/01/17-06/30/18
Nili, Adam	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Nissenson, Lenard	Model/SC	25.00	07/01/17-06/30/18
Noori, Milad	Tutor/IVC	12.00	07/26/17-06/30/18
Norton, Connie	Tutor/SC	12.00	06/29/17-06/30/17
Norton, Connie	Tutor/SC	12.00	07/01/17-06/30/18
Obeid, Ranim	Tutor/SC	12.00	07/01/17-06/30/18
O'Connor, Sarah	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
OHanian, Alex	Tutor/IVC	11.50	07/01/17-06/30/18
Olinger, Gilbert	Model/IVC	25.00	07/01/17-06/30/18
Orloff, Kristin	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Orozco, Belinda	Tutor/SC	15.00	07/01/17-06/30/18
Ortiz, Margarita	Captionist (Real-Time)/IVC	45.00	07/01/17-06/30/18
Ortlieb, Chad	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Oshiro, Gail	Interpreter IV/IVC	35.00	07/01/17-06/30/18
Ostgaard, Polly	Interpreter IV/IVC	35.00	07/01/17-06/30/18
Otero, Carmen	Tutor/IVC	11.50	07/01/17-06/30/18
Oye, Bradley	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Padawer, Lindsay	Community Ed Presenter/IVC	11.50	06/28/17-06/30/17
Padawer, Lindsay	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Palmer, Cassi	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Pancoe, Mary	Medical Professional/SC	35.00	07/01/17-06/30/18
Pardoen, Brent	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Park, Indoo	Tutor/IVC	12.00	07/01/17-06/30/18
Parker, Kelsie	Model/SC	25.00	07/01/17-06/30/18

²⁹ Related to Elle Dubois, Senior Administrative Assistant, Saddleback College.

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>
Parks, Timothy	Model/SC	25.00	07/01/17-06/30/18
Parsons, Rhys	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Parto, Omid	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Parva, Ali	Tutor/SC	12.00	05/24/17-06/30/17
Parva, Ali	Tutor/SC	12.00	07/01/17-06/30/18
³⁰ Peck, Lindsay	Community Ed Presenter/SC	11.50	05/31/17-06/30/17
Peck, Lindsay	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
³⁰ Peck, Zoe	Senior Lifeguard/SC	13.00	06/02/17-06/30/17
Peck, Zoe	Senior Lifeguard/SC	13.00	07/01/17-06/30/18
Peloquin, Cole	Tutor/SC	12.00	07/01/17-06/30/18
Peterson, Edward	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Pettit, Gregory	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Peviani, Patti	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Pines, Philip	Medical Professional/SC	70.00	07/01/17-06/30/18
Pinto, Andrew	Certified Test Proctor/IVC	12.50	07/01/17-06/30/18
Pizzarusso, Hope	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Pope, Amanda	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Poston, Daniel	Model/SC	25.00	07/01/17-06/30/18
Puelma, Estela	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Purcell, Kaitlyn	Senior Lifeguard/SC	12.50	06/19/17-06/30/17
Purcell, Kaitlyn	Senior Lifeguard/SC	12.50	07/01/17-06/30/18
Quinlan, Serena	Tutor/SC	12.00	07/01/17-06/30/18
Quintino, Fernando	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Rahbari, Golbou	Tutor/IVC	12.00	07/01/17-06/30/18
Ramos, David	Interpreter V/IVC	45.00	07/01/17-06/30/18
Rand, Sarah	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Rausch, Jack	Tutor/SC	12.00	07/01/17-06/30/18
RazaghiRafsenjani, Seyede	Tutor/IVC	11.50	07/01/17-06/30/18
Realmuto, Brandon	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Reed, Aaron	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Reis, Matthew	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Renteria, Christian	Tutor/SC	12.00	07/01/17-06/30/18
Riekas, Jennifer	Senior Lifeguard/SC	12.50	06/05/17-06/30/17
Riekas, Jennifer	Senior Lifeguard/SC	12.50	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

³⁰ Lindsay Peck and Zoe Peck are related.

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>
Roeder-Barraza, Jackie	Recreation Aide/SC	11.50	06/08/17-06/30/17
Roeder-Barraza, Jackie	Recreation Aide/SC	11.50	07/01/17-06/30/18
Rolfe, Matthew	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Romero, Yvette	Captionist (Real-Time)/SC	30.00	07/01/17-06/30/18
Ronce, Lindsay	Senior Lifeguard/SC	15.00	07/01/17-06/30/18
Root, Kimberly	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Roque, Pedro	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Rosendale, Steven	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Rounds, Michael	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Rozas, Dane	Recreation Aide/SC	12.00	07/01/17-06/30/18
Ruffino, Michael	Model/SC	25.00	07/01/17-06/30/18
Ruiz, Jacco Alvin	Tutor/IVC	13.00	07/01/17-06/30/18
Rush, Deane	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Ryan, Stacie	Medical Professional/SC	35.00	07/01/17-06/30/18
Saalberg, Christopher	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Saavedra, Juan	Tutor/IVC	12.00	07/01/17-06/30/18
Sabet, Donna	Tutor/SC	12.00	07/01/17-06/30/18
Sabet, Donna	Tutor/SC	12.00	07/01/17-06/30/18
Safavieh, Jasmine	Recreation Aide/SC	12.00	06/08/17-06/30/17
Safavieh, Jasmine	Recreation Aide/SC	12.00	07/01/17-06/30/18
Salman, Dawn	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Samsel, Joelle	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Sandstrom, Adrian	Community Ed Presenter/SC	11.50	06/01/17-06/30/17
Sandstrom, Adrian	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Sardegna, Anthony	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Scarpatti, Casey	Tutor/SC	12.00	07/01/17-06/30/18
Scarpatti, Casey	Tutor/SC	12.00	07/01/17-06/30/18
Schaefer, Nicholas	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
³¹ Schenitzki, Alexandra	Recreation Aide/SC	11.50	06/08/17-06/30/17
Schenitzki, Alexandra	Recreation Aide/SC	11.50	07/01/17-06/30/18
Schiff, Maureen	Interpreter V/SC	45.00	07/01/17-06/30/18
Schofield, Kylie	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Schultz, Scott	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Scoggin, Tammra	Interpreter IV/IVC	42.00	07/01/17-06/30/18
³² Searcy, Carly	Recreation Leader/SC	12.00	07/01/17-06/30/18
Sedor, John	Tutor/SC	12.00	07/01/17-06/30/18
Seghtoleslami, Sogol	Tutor/SC	12.00	07/01/17-06/30/18

³¹ Related to Lisa Schenitzki, Psychological Health Services Supervisor, Saddleback College, Maxwell Schenitski, Outreach Aide, Saddleback College.

³² Related to Arron Searcy, Program Coordinator, Saddleback College.

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>
Sharpe, Ian	Tutor/SC	12.00	07/01/17-06/30/18
Sherwood, Alexandra	Model/SC	25.00	07/01/17-06/30/18
Silver, Matthew	AOJ Trainer/IVC	55.00	07/01/17-06/30/18
Sipes, Jessica	Interpreter IV/SC	38.00	07/01/17-06/30/18
Skahill, Christopher	AOJ Trainer/IVC	70.00	07/01/17-06/30/18
Smith, Hannah	Tutor/SC	12.00	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
Smith, Ronald	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Smolyanov, Elena	Tutor/SC	12.00	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
Song, Kyong	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Sonoyama, Yoshie	Tutor/IVC	14.00	07/01/17-06/30/18
Spear, Linda	Captionist (Real-Time)/IVC	42.00	07/01/17-06/30/18
Sposato, Rebecca	Interpreter V/SC	45.00	07/01/17-06/30/18
St. James, Jheri	Model/SC	25.00	07/01/17-06/30/18
Stamen, Barbara	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Stanley, Sheneau	Recreation Aide/SC	11.50	07/01/17-06/30/18
Stenshoel, Peter	Model/IVC	25.00	07/01/17-06/30/18
Stephens, Samantha	Tutor/IVC	12.00	06/01/17-06/30/17
Stephens, Samantha	Tutor/IVC	12.00	07/01/17-06/30/18
Stickel, Karl	Workforce Trainer/IVC	72.00	07/01/17-06/30/18
³³ Stinson Jr, Richard	Workforce Trainer/IVC	72.00	07/01/17-06/30/18
Stockus, Robert	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Stoegbuer, Jay	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Stoian, Roland	Model/SC	25.00	07/01/17-06/30/18
Strain, Stephanie	Model/IVC	25.00	05/31/17-06/30/17
Strain, Stephanie	Model/IVC	25.00	07/01/17-06/30/18
Strong, Margarette	Tutor/SC	12.00	07/01/17-06/30/18
Strong, Mark	Tutor/SC	12.00	07/01/17-06/30/18
Stumm, Kelsey	Senior Lifeguard/SC	13.00	07/01/17-06/30/18
Suppe, Dustin	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Sutton, Caitlin	Tutor/SC	12.00	07/01/17-06/30/18
Swansen, Jacob	Senior Lifeguard/SC	14.00	07/01/17-06/30/18
Tabuchi, Haruka	Tutor/SC	12.00	07/01/17-06/30/18
Takemoto, Jack	AOJ Trainer/IVC	70.00	07/01/17-06/30/18

³³ Related to Felicia Stinson, Program Specialist, ATEP, Irvine Valley College.

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>
Takhsha, Mahsa	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Taylor, Virginia	Interpreter IV/IVC	35.00	07/01/17-06/30/18
Thompson, Erik	Senior Lifeguard/SC	13.00	07/01/17-06/30/18
Thompson, Jonathan	Model/SC	25.00	07/01/17-06/30/18
Tidrick, Brian	AOJ Trainer/IVC	70.00	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
Tran, Chau	Certified Test Proctor/IVC	11.50	05/30/17-06/30/17
Tran, Chau	Certified Test Proctor/IVC	11.50	07/01/17-06/30/18
Trumbo, Dawn	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Tupper, Linda	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Turner, Tracey	Model/IVC	25.00	07/01/17-06/30/18
Turney, Jason	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Tyson, Stuart	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Vafadari, Vespaan	Tutor/IVC	15.00	07/01/17-06/30/18
Veal, Eglar	Captionist (Real-Time)/IVC	45.00	07/01/17-06/30/18
Vega, Nicolle	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Vellanoweth, Dominic	Community Ed Presenter/SC	11.50	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
Walker, Lori	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Walker, Stacy	Model/SC	25.00	07/01/17-06/30/18
Walker-Mendez, Sean	Tutor/SC	12.00	07/01/17-06/30/18
Ward, Thomas	Clinical Skills Specialist/SC	30.00	07/19/17-06/30/18
Weckerle, Diane	Community Ed Presenter/IVC	11.50	07/01/17-06/30/18
Wecklich, Steven	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Wheeler, Donna	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Whidden, Pamela	Model/SC	25.00	07/01/17-06/30/18
White, Christine	Medical Professional/IVC	35.00	07/01/17-06/30/18
Whitehead, Travis	Clinical Skills Specialist/SC	15.00	07/01/17-06/30/18
Williams, Tawana	Captionist (Real-Time)/IVC	45.00	07/01/17-06/30/18
Winter, Shanti	Community Ed Presenter/SC	11.50	07/01/17-06/30/18
Wong, Kristine	Recreation Aide/SC	12.00	06/08/17-06/30/17
Wong, Kristine	Recreation Aide/SC	12.00	07/01/17-06/30/18
³⁴ Woolard, Caleb	Interpreter V/SC	45.00	07/01/17-06/30/18
Wu, Jordan	Tutor/SC	12.00	05/24/17-06/30/17
Wu, Jordan	Tutor/SC	12.00	07/01/17-06/30/18

³⁴ Related to Abigail Woolard, Head Interpreter, Irvine Valley College.

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>
Yeun, Michael	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Yoon, Lia	Tutor/IVC	12.50	06/21/17-06/30/17
Yoon, Lia	Tutor/IVC	12.50	07/01/17-06/30/18
Yuen, Alan	Tutor/IVC	11.50	07/01/17-06/30/18
Yuen, Alan	Tutor/IVC	11.50	08/12/17-06/30/18
Zehren, Zoe	Senior Lifeguard/SC	13.00	07/01/17-06/30/18
Zhara, Sarah	Tutor/IVC	12.50	07/01/17-06/30/18
Zimmerman, Curtis	Tutor/IVC	12.00	07/01/07-06/30/18

B. POSITION TITLE CORRECTION FOR A CLASSIFIED POSITION

1. ³⁵ASSISTANT DIRECTOR OF TECHNOLOGY SERVICES AND BROADCAST SYSTEMS, SPECIALLY FUNDED, a classified manager, general funded position, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 14, Technology Services, Office of College Administrative Services, Saddleback College, correct title is Assistant Director of Technology Services and Broadcast Systems. (Position appointed to Ronald Gonzalves, ID #022564)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. INFANT/TODDLER SPECIALIST, Classified Bargaining Unit Salary Schedule Range 122, Child Development Center, Office of Student Services, Saddleback College, is seeking authorization to establish and announce a part-time, 27.5 hours per week, 12 months per year position to its staff complement, effective August 21, 2017.
2. LABORATORY ASSISTANT, CATEGORICAL, Pos. #P0011541, Pos. #P0011542 and Pos. #P0011543, Classified Bargaining Unit Salary Schedule Range 116, Adult Education, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College has received Chancellor authorization to establish and announce three (3) part-time, 16 hours per week, 12 months per year position to its staff complement, effective August 1, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.

³⁵ Position presented to Board of Trustees on October 26, 2015 with incorrect reference to Specially Funded in title, as it is general funded.

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION - Continued

3. LEARNING ASSISTANCE SPECIALIST, CATEGORICAL, Pos. #P0012017, Classified Bargaining Unit Salary Schedule Range 134, LRC Tutoring Center, Division of Online Education and Learning Resources, Saddleback College seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per years position to its staff complement, effective August 1, 2017. Employment in this categorical funded position is contingent upon funding by the Student Equity Program.
4. OFFICE ASSISTANT, CATEGORICAL, Pos. #P0011544, Pos. #P0011545 and Pos. #P0011546, Classified Bargaining Unit Salary Schedule Range 113, Adult Education, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College has received Chancellor authorization to establish and announce three (3) part-time, 25 hours per week, 12 months per year position to its staff complement, effective August 1, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.
5. OPERATIONS PLANNING SPECIALIST, CATEGORICAL, Pos. #P0011638 and Pos. #P0011639, Classified Bargaining Unit Salary Schedule Range 126, Adult Education, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College has received Chancellor authorization to establish and announce two (2) part-time, 25 hours per week, 12 months per year position to its staff complement, effective August 1, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.
6. SENIOR ADMINISTRATIVE ASSISTANT, CATEGORICAL, Pos. #P0011907, Classified Bargaining Unit Salary Schedule Range 127, Department of Student Development, Office of Student Services, Irvine Valley College has received Chancellor authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 19, 2017. Employment in this categorical funded position is contingent upon funding by the Student Equity Program.

D. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for Grant Project Manager, Specially Funded, Pos. #P0006773 within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021, from reporting to the Dean of Health Sciences and Human Services, to begin reporting to the Dean of Online Education and Learning Resources, effective October 1, 2017. (Pos. #P0006773 is appointed to Gary Barnak, ID #018591)
2. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for Senior Administrative Assistant, Pos. #P0003775 within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021, from reporting to the Manager, Office of the President, to begin reporting to the Senior Director of College Facilities, effective July 1, 2017. (Pos. #P0003775 is appointed to Jacqueline Franks, ID #013605)

D. REORGANIZATION - Continued

3. SADDLEBACK COLLEGE seeks authorization to eliminate and replace with the following classified positions, and change reporting structure for the following Classified employee, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** FACILITIES OPERATIONS SUPERVISOR, Pos. #P0004906, Department of Physical Plant, Saddleback College, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 10, full-time, 40 hours per week, 12 months per year; and **REPLACED BY** DIVISION OPERATIONS MANAGER, Pos. #P0011211, Division of Community Education, Emeritus Institute, and K-12 Partnership, Saddleback College, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 10, full-time, 40 hours per week, 12 months per year position to its staff complement, effective April 20, 2017. (Pos. #P0004906 was ratified by the Board of Trustees on December 16, 2013)
 - i. **TRANSFER** JESSICA CHA, ID #003275, from Facilities Operations Supervisor, Pos. #P0004906, Department of Physical Plant, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 10, Step 4 at \$7,757.00 per month, 40 hours per week, 12 months per year; to Division Operations Manager, Pos. #P0011211, Division of Community Education, Emeritus Institute, and K-12 Partnership, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 10, Step 4 at \$7,757.00 per month, 40 hours per week, 12 months per year, effective April 20, 2017. Employee's permanent hire date: May 1, 2002. (Reclassification has no cost variance in salary)

E. AUTHORIZATION TO INCREASE HOURS ON A CLASSIFIED POSITION

1. ³⁶GRANT PROJECT MANAGER, SPECIALLY FUNDED, Pos. #P0006773, a classified manager, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 11, Division of Online Education and Learning Resources, Saddleback College, seeks authorization to increase the assigned hours from part-time, 16 hours per week, 12 months per year, to full-time, 40 hours per week, 12 months per year position effective October 1, 2017, with employment contingent upon funding by the Common Assessment Initiative Grant. (Position #6773 is appointed to Gary Barnak, ID #18591)

F. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - a. CARBAJAL, SAMARA, 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, has been granted a lateral transfer to Custodian, Pos. #P0003060, Department of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 40 hours per week, 12 months per year, effective October 1, 2017. This is a replacement for Kan Buth.

³⁶ Per Governing Board Resolution 17-18, this position will be reduced to 16 hours per week due to lack of funds from the TACCCT Grant, which funded 60% of position, effective September 30, 2017. Division of Online Education and Learning Resources would like to fully fund this position under the Common Assessment Initiative Grant.

F. CHANGE OF STATUS - Continued

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

- b. HANSON, CHRISTIAN, Senior HVAC Technician, Pos. #P0005126, Department of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 6, 40 hours per week, 12 months per year, has been granted a lateral transfer to Senior HVAC Technician, Pos. #P0003060, Department of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 130, Step 6, 40 hours per week, 12 months per year, effective September 11, 2017. This is a replacement for Daniel Campbell.

G. 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/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Anderson, Stacy	Senior Administrative Assistant	127/2	40	07/01/2017
Davila, Judy	Development Assistant I	128/3	25	06/14/2017

2. IRVINE VALLEY COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Guillaume, Pamela	Acting Manager, Off. of the Pres.	10/1	40	06/19/2017
Ramchandani, Brittany	New Media Marketing Specialist	138/1	40	07/01/2017
Salina, Katia	Articulation Specialist	127/2	40	07/03/2017
Smith, Benjamin	Lead Building Maintenance Worker	130/4	40	08/01/2017

3. IRVINE VALLEY COLLEGE returned the following permanent Classified Bargaining Unit employee/s from a temporary, out of class assignment, back to their permanent assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Feliciano, Luis	Electrician	128/6	40	07/01/2017

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation</u> <u>Date</u>	<u>Retirement</u> <u>Date</u>
Bartlomain, Joyce	Executive Assistant/DS	12/29/2017	12/30/2017
Brown, Janice	Senior Admissions/Records Specialist/IVC	12/29/2017	12/30/2017
Conway, Jason	Counseling Office Assistant/SC	07/30/2017	None
Donaldson, Lisa	Athletic Trainer/SC	04/07/2017	None
Dy-Ragos, Theresa	Alternate Media Specialist/IVC	08/11/2017	None
Fluegeman, Teresa	Ex.Director/Public/Government Affairs/DS	12/29/2017	12/30/2017

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Franks, Jacqueline	Senior Administrative Assistant/SC	12/29/2017	12/30/2017
Hamblen, Samuel	Buyer/DS	12/29/2017	12/30/2017
Johnson, Beverly	Executive Assistant, VCHR/DS	12/29/2017	12/30/2017
Kethley, Wayne	Central Service Manager/DS	12/29/2017	12/30/2017
Mastrangelo, Janice	Application Specialist/SC	12/29/2017	12/30/2017
McClusky, Georgianne	Senior Administrative Assistant/SC	12/29/2017	12/30/2017
Moorhouse, Shanna	Admissions/Records Evaluator/IVC	12/29/2017	12/30/2017
Myers, Jacqueline	Custodian/IVC	12/29/2017	12/30/2017
Oliver, Maureen	Risk Manager/DS	04/07/2017	None
Parra, Michael	Program Assistant/SC	08/13/2017	None
Rayburn, Wendy	Payroll Specialist/DS	12/29/2017	12/30/2017
Rocklin, Patricia	Financial Aid Specialist/SC	12/29/2017	12/30/2017
San Juan, Joseph	Instructional Technologist/IVC	12/29/2017	12/30/2017
Seifert, Shannon	Purchasing Manager/DS	12/29/2017	12/30/2017
Straling, Louise	Manager, College Fiscal Services/IVC	08/31/2017	09/01/2017
Wang, Lisa	Senior Research and Planning Analyst/IVC	08/02/2017	None

I. VOLUNTEERS

- The following individuals are to be ratified as Volunteers for the 2017/2018 academic year.

Community Education, Emeritus and K-12 Partnership, Saddleback College

Shook, Paul Shook, Sian

Fine Arts and Media Technology, Saddleback College

Allen, Melissa	Brechtel, William	Chavez, Virginia
Halasz, Nancy	Mackey, Brittney	Madi, Atefeh
Schwartz, Mark	Singer, Jeffrey	Stang, Sandy
Yell, Lacey		

Guidance and Counseling, Irvine Valley College

Bravo, Jimmy Fadnavis, Deepti

Guidance and Counseling, Saddleback College

Anderson, Julia Ehle, Angelique

Humanities and Languages, Irvine Valley College

Arakawa, Emi	Goodale, Sif	Labrier, Mayumi Naomoto
Nakajima, Megumi	Nakayama, Kokoro	Sahara, Ikuko
Savinelli, Kyle	Sonoyama, Yoshie	Yasuhara, Kana
Yu, Fei		

Kinesiology, Health and Athletics, Irvine Valley College

Schick, Grant

I. VOLUNTEERS - Continued

1. The following individuals are to be ratified as Volunteers for the 2017/2018 academic year.

Kinesiology and Athletics, Saddleback College

Barber, Brooke	Curtis, Brad	Dabbs, Summer
Demeyer, Kristen	Fagan, James	Gehris, Brooke
Holt, Larry	Iglehart, Ciara	Khatibi, Rushin
Latimer, Nicole	Lopez, Sasha	Mai, Brian
Orrieo, Krystin	Petrucci, Rachelle	Prian, Corinne
Sanchez, Marcos	Sareen, Trisha	Steward, Daniel
Turley, Stephanie	Zieve, Jasmin	

Online Education and Learning Resources, Saddleback College

Bayless, Jackie	Cobos, Ana Maria	Good, Vicki
Lamanuzzi, Brenda	Martin, Linda	Shamedani, Maliheh
Stephenson, Bonnie		

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Amendment to 2017-2018 Tenure-Track Faculty Hiring Authorization - Saddleback College

ACTION: Ratification

BACKGROUND

The hiring of qualified full-time faculty is a priority in advancing the missions of Irvine Valley College (IVC) and Saddleback College (SC). The Board approved the 2017-2018 full-time tenure-track faculty hiring authorization on October 24, 2016, with authorization for recruitment through academic year 2018-2019.

STATUS

The EOPS Counselor position at Saddleback College was hired in Fall 2015. Subsequently, Saddleback College's EOPS Coordinator was temporarily promoted to Dean, creating a vacancy, and the EOPS Counselor was temporarily assigned to the coordinator position. Recently, both the EOPS Counselor and EOPS Coordinator positions were permanently filled, leaving a vacancy in the EOPS Counselor position.

The Saddleback College Acting President has reviewed the faculty hiring needs for the college and has submitted to the Chancellor her recommendation to amend the hiring list for 2017-2018 to add one (1) EOPS Counselor to fill a vacancy in the Division of Transfer, Career and Special Programs. Interim Chancellor Fitzsimons approves these amendments.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the amendment to the 2017-2018 full-time tenure-track faculty hiring authorization for Saddleback College to add one (1) EOPS Counselor position in the Division of Transfer, Career and Special Programs. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the college president and approved by the Chancellor.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Recess to Public Hearing - District/SOCCCDFA Joint Initial Proposal for Implementation of SB 1379 Regarding Part-Time, Temporary Faculty Reemployment Standards

ACTION: Public Hearing

BACKGROUND

On July 17, 2017, the Board of Trustees received and accepted the joint initial proposal from the District and the SOCCCD Faculty Association (SOCCCDFA) for review and study. The Chancellor will appoint a district negotiation team.

STATUS

The Board will conduct a public hearing to provide an opportunity for the public to comment on the joint District/SOCCCDFA proposal for implementation of SB 1379 regarding part-time, temporary faculty reemployment standards (Exhibit A).

DISTRICT/FACULTY ASSOCIATION JOINT INITIAL PROPOSAL

PART-TIME FACULTY REEMPLOYMENT RIGHTS

The District and Faculty Association propose to negotiate an amendment to the Academic Employee Master Agreement on part-time faculty rehire rights that is in conformance with Education Code section 87482.3 and includes the following components:

1. Minimum standards regarding the length of time part-time faculty must serve in order to be eligible for rehire rights;
2. The number and type of courses eligible part-time faculty may teach (assuming they have rehire rights);
3. Adoption of an evaluation process conducted pursuant to Education Code section 87663 that assesses the performance and educational impact of part time faculty;
4. The availability, willingness and expertise of part time faculty to be considered in determining possible assignments (including consideration of such factors as prior education, experience, prior evaluations (student and faculty) and specialized training);
5. Termination of rehire rights;
6. Such additional standards as the parties may develop.

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.

Item Submitted By: *Denise Whittaker, Acting President, Saddleback College*
Dr. Glenn R. Roquemore, President, Irvine Valley College

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
7/13/17 6:00pm	VIL 4-04	Lisa Elston	FASH 225	Dai MacDonald	Social Media for Online Retailing
7/27/17 6:00pm	VIL 4-04	Lisa Elston	FASH 225	Jules Ball	Owning, Operating an Online & Physical Store
7/26/17 2:00pm	BGS 352	Joshua Susskind	PSYCH 7 – Developmental Psychology	Gabriella Rockwell	Autism Spectrum Disorders
8/7/17 8:00am	HS 208	Alana Gates	BUS 1 – Intro to Business	Ryan Zervakos	LinkedIn

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Staff May Respond to Public Comments from the Previous Board Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

STATUS

A public comment response from staff was not requested during last month's board meeting.

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 July 1, 2017, total estimated Basic Aid receipts are \$758.4M and total approved projects are \$740.1M as shown in EXHIBIT A. The balance of \$18.3M is the reserve for unrealized tax collections and unallocated funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

Changes from the July, 2017 report includes \$71.7M of new receipts and \$68.1M of new project allocations recommended at the June 26, 2017 board of trustees meeting. This new quarterly report format will report year to date expenses for the current year and the remaining unspent balance. Projects with adjusted allocations and new projects are highlighted.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 21, 2017**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2014 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>2016/17 Actual</i>	<i>2017/18 YTD Actual</i>	<i>Balance Remaining for 2017/18</i>
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	221,722,480	215,748,456	2,354,029	3,333,662	286,333	-	-
CAPITAL PROJECTS							
APEP Building Demolition (2007)	13,700,000	4,148,386	2,741,440	22,998	(1,949)	-	6,789,126
<i>APEP First Building Phase 3A (2011)</i>	<i>27,400,000</i>	<i>761</i>	<i>336,973</i>	<i>1,985,988</i>	<i>8,213,622</i>	<i>-</i>	<i>16,862,656</i>
APEP Operating Budget (2006)	14,231,115	12,049,995	622,701	689,013	816,019	-	53,388
<i>APEP Site Development (2013)</i>	<i>10,425,000</i>	<i>1,374,635</i>	<i>986,687</i>	<i>1,054,743</i>	<i>955,676</i>	<i>-</i>	<i>6,053,259</i>
APEP Staffing, Equipment, Program Development (2007)	891,611	851,148	2,026	-	38,437	-	-
APEP Utilities/Infrastructure Phase I (2016)	9,475,000	-	-	547,695	781,024	-	8,146,281
IVC A200 Success Center (2014)	505,005	-	-	-	-	-	505,005
IVC A400 Bldg Remodel (2011)	13,013,000	1,589,588	5,695,412	2,218,447	990,200	-	2,519,353
IVC B200 Classroom Wing & Labs (2015)	400,000	-	-	4,257	151,187	-	244,556
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	-	51,646	-	1,291,007
IVC Design and Install Entrance from Barranca (2003)	2,850,000	333,100	38,525	92,072	1,710,284	-	676,019
<i>IVC Fine Arts Building (2008) - State Delay, Future Project request</i>	<i>15,448,598</i>	<i>61,278</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>15,387,320</i>
<i>IVC Health Center/Concessions Building (2016)</i>	<i>6,140,000</i>	<i>-</i>	<i>-</i>	<i>67,133</i>	<i>123,047</i>	<i>-</i>	<i>5,949,820</i>
IVC Life Sciences Project (2004)	2,490,000	3,263,187	(1,120,532)	14,207	44,513	-	288,625
<i>IVC New Parking Lot (2013)</i>	<i>7,488,000</i>	<i>-</i>	<i>-</i>	<i>18,950</i>	<i>105,492</i>	<i>-</i>	<i>7,363,558</i>
IVC Performing Arts Center Waterproofing (2013)	470,000	-	-	-	2,930	-	467,070
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-	-	-	5,700	-	674,300
SC Building Repairs - LRC Comm Arts Renovation (2013)	3,839,073	27,311	1,702,050	102,627	1,173,322	-	833,763
SC Building Repairs - ATAS Building (2003)	20,545,313	834,539	86,693	332,307	55,396	-	19,236,378
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687	644,063	1,532,643	7,435,103	92,372	-	545,507
SC Data Center Project (2016)	1,000,000	-	-	-	7,472	-	992,528
<i>SC Fine Arts HVAC Renovation (2013)</i>	<i>10,150,000</i>	<i>78,845</i>	<i>216,891</i>	<i>5,173,241</i>	<i>4,601,983</i>	<i>-</i>	<i>79,040</i>
SC Fire Alarm System (2015)	500,000	-	-	-	46,259	-	453,741
SC LRC Defects (2015)	750,000	-	-	8,272	48,892	-	692,836
<i>SC New Gateway Building (2013) (Match)</i>	<i>19,658,820</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>19,658,820</i>
SC Sciences Building (M/S/E annex) (2003)	67,358,346	9,748,435	28,145,264	20,710,561	3,299,444	-	5,454,642
SC SME Building Renovation (2016)	750,000	-	-	-	1,499	-	748,501
SC Stadium and Site Improvements (2008)	39,525,000	327,184	145,814	347,766	-	-	38,704,237
SC PE 200 and 300 Interior Renovation (2014)	1,000,000	-	-	54,351	8,925	-	936,724
SC PE 400 and 500 Renovation (2014)	800,000	-	-	-	-	-	800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000	14,205	2,438	11,889	-	-	721,468
CAPITAL PROJECTS TOTAL	304,293,568	35,349,269	41,191,360	40,895,953	23,323,392	-	163,533,595
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	29,348	-	256,148
IVC SM B100 Roof & HVAC (2015)	493,350	-	-	-	-	-	493,350
IVC Sports Facilities (2012)	342,600	44,014	30,565	29,488	164,094	-	74,439
SC Central Plant (2013)	750,000	85,655	109,072	440,085	115,119	-	69
SC HVAC PE 100 (2014)	800,000	-	-	-	-	-	800,000
SC PE200 Bleacher Repairs (2014)	725,000	-	2,841	88,099	117,185	-	516,875
SC PE Complex (2013)	500,000	-	-	-	-	-	500,000
<i>SC Walkway Lot 9 to Quad (2017)</i>	<i>500,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>500,000</i>
SCHEDULED MAINTENANCE PROJECTS TOTAL	5,181,005	463,777	318,298	564,421	425,746	-	3,408,763

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 21, 2017**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2014 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>2016/17 Actual</i>	<i>2017/18 YTD Actual</i>	<i>Balance Remaining for 2017/18</i>
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334	1,492,186	1,913,336	306,537	531,912	-	5,364
<i>Campus Desktop Refresh (2015)</i>	<i>3,376,000</i>	<i>-</i>	<i>-</i>	<i>1,398,967</i>	<i>104,864</i>	<i>-</i>	<i>1,872,169</i>
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	-	35,906	109,832	51,194	-	256,668
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	-	-	-	38,416	-	77,184
SOCCCD Awards Management System (2013)	500,000	457,871	-	-	-	-	42,129
SOCCCD Blackboard Plug-ins (2013)	150,000	2,000	15,400	30,950	5,205	-	96,445
<i>SOCCCD Classroom Technology and Audio Visual Refresh (2016)</i>	<i>5,264,000</i>	<i>-</i>	<i>-</i>	<i>125,602</i>	<i>360,359</i>	<i>-</i>	<i>4,778,039</i>
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	-	-	8,113	566,119	-	160,768
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	626,491	222,358	233,714	197,840	-	314,317
SOCCCD District IT Back Office Automation (2016)	210,000	-	-	69,488	-	-	140,512
<i>SOCCCD District-wide Network Security (2015)</i>	<i>912,395</i>	<i>-</i>	<i>322,157</i>	<i>40,960</i>	<i>-</i>	<i>-</i>	<i>549,278</i>
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	-	-	-	711,769	-	108,231
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	3,906,690	2,243,712	410,194	119,524	-	304,539
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000	31,386	-	7,500	12,500	-	98,614
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,000	-	-	-	314,033	-	40,967
<i>SOCCCD HR/Bus Svcs Integrated Software (2013)</i>	<i>16,042,300</i>	<i>2,137,801</i>	<i>5,586,580</i>	<i>3,506,054</i>	<i>2,381,424</i>	<i>-</i>	<i>2,430,441</i>
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500	-	-	-	27,600	-	26,900
SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys	50,000	14,400	-	-	12,460	-	23,140
SOCCCD IT Basic Aid Projects (2013) IT Contingency	907,328	64,600	-	-	-	-	842,728
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	8,342,629	11,747	131,573	211,137	-	47,684
<i>SOCCCD MAP Enhancements</i>	<i>280,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>280,000</i>
SOCCCD Master Calendar Integration (2014)	300,000	58,500	677	-	-	-	240,823
SOCCCD MySite Security (2014)	302,000	47,280	164,662	67,732	(18,061)	-	40,387
SOCCCD New Student Print Solution (2016)	238,921	-	-	124,115	91,088	-	23,718
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	-	-	5,199	-	-	195,801
SOCCCD Positive Attendance Hours (2016)	198,000	-	-	-	149,462	-	48,538
SOCCCD Predictive Analytics (2013)	250,000	54,052	62,515	68,615	12,118	-	52,700
SOCCCD Refresh MDF and IDF (2016)	1,000,000	-	-	195,340	95,097	-	709,563
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000	-	-	316,411	494,206	-	114,383
<i>SOCCCD Server Configuration & Security (2017)</i>	<i>180,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>180,000</i>
<i>SOCCCD Service Desk Software (2017)</i>	<i>465,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>465,000</i>
SOCCCD Student Early Alert System (2016)	226,800	-	-	-	-	-	226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-	-	-	-	-	600,000
<i>SOCCCD Student Information System Enhancement (2013-2015)</i>	<i>9,955,200</i>	<i>2,767,037</i>	<i>1,379,858</i>	<i>1,544,979</i>	<i>1,574,564</i>	<i>-</i>	<i>2,688,762</i>
SOCCCD Student Success Dashboard (2014)	550,000	52,324	382,882	107,632	-	-	7,162
<i>SOCCCD Student Success Roadmap (2017)</i>	<i>875,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>875,000</i>
SOCCCD Support Multiple Prerequisites (2015)	302,400	-	12,584	150,559	103,527	-	35,730
SOCCCD System Testing and Stability (2016)	377,000	-	-	46,465	16,139	-	314,396
SOCCCD Tableau for Data Visualization (2016)	270,000	-	-	192,434	39,405	-	38,161
SOCCCD Unified Student ID Card (2016)	452,000	-	-	-	-	-	452,000
<i>SOCCCD Waitlist Modification (2014)</i>	<i>699,600</i>	<i>249,920</i>	<i>-</i>	<i>-</i>	<i>2,430</i>	<i>-</i>	<i>447,251</i>
SOCCCD Wireless Coverage Expansion (2015)	738,000	-	30,452	7,649	425,660	-	274,239
SOCCCD Wireless Upgrade (2016)	1,907,990	-	-	-	20,017	-	1,887,973
SOCCCD Workday Student BPA Sessions (2016)	317,800	-	-	73,482	42,432	-	201,886
SOCCCD Workday Student Influencer Program (2016)	375,000	-	-	15,211	146,545	-	213,244
IT PROJECTS TOTAL	73,655,916	20,305,166	12,384,825	9,295,307	8,840,985	-	22,829,634

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 21, 2017**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2014 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>2016/17 Actual</i>	<i>2017/18 YTD Actual</i>	<i>Balance Remaining for 2017/18</i>
OTHER ALLOCATIONS							
SOCCCD Design/Build Specialty Consultant (2013)	525,000	105,025	66,635	95,962	23,965	-	233,413
SOCCCD Dist Union Offices (2014)	162,750	-	29,115	3,742	2,046	-	127,847
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	-		283,949	373,583	-	582,468
SOCCCD District-wide ADA Transition Plan Projects (2017)	3,000,000	-			-	-	3,000,000
SOCCCD District-wide Mapping (2015)	900,000	-		-	48	-	899,952
SOCCCD District-wide Sustainability/Energy Planning (2016)	440,000	-		6,453	220,923	-	212,624
SOCCCD District-wide Tech Consultant for Capital Constr (2016)	560,000	-			66,552	-	493,448
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	145,830		10,263	18,108	-	740,799
SOCCCD DSA Project Close Out (2013)	400,000	26,591	6,940	13,926	155,958	-	196,585
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	-			-	-	1,400,000
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000	3,040	-	-	6,597	-	200,363
SOCCCD Insurance Deductibles (2014)	400,000	100,000	100,000	100,000	100,000	-	-
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	985,000	478,047	106,955	111,686	100,912	-	187,400
SOCCCD Legal Counsel Facility Related Issues (2013)	1,155,000	37,877	36,405	17,878	93,815	-	969,026
SOCCCD Pension Rate Stabilization Program (2016)	39,700,000	-		14,500,000	12,600,000	-	12,600,000
SOCCCD Pre-Planning and Investigation (2015)	610,000	-	3,343	29,087	149,215	-	428,355
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	1,753,071	389,456	-	483,157	-	723,304
SOCCCD Retiree Benefits (2001 - present)	79,287,683	60,027,683	-	3,600,000	11,050,000	-	4,610,000
OTHER ALLOCATIONS TOTAL	135,239,421	62,677,164	738,848	18,772,946	25,444,879	-	27,605,584

BASIC AID PROJECT TOTALS	740,092,390	334,543,831	56,987,360	72,862,289	58,321,335	-	217,377,576
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Commitments	505,341,710	45,306,580	61,387,393	59,909,924		68,146,784
Cumulative Commitments	505,341,710	550,648,290	612,035,682	671,945,606		740,092,390
Receipts	523,933,281	51,659,425	52,672,948	66,017,281		64,152,119
Cumulative Receipts	523,933,281	575,592,706	628,265,654	694,282,935		758,435,054
Cumulative Expenses	334,543,831	391,531,191	464,393,481	522,714,816		522,714,816
Uncommitted Basic Aid Funds	189,389,450	184,061,515	163,872,173	171,568,119		18,342,664

	<i>Approved Amount</i>				<i>Receipts Change</i>	<i>Commitment Change</i>
Change from July 2017 Report:						
FY 2017-2018 Basic Aid Allocation						68,146,784
FY 2016-2017 Increase/Decrease in Receipts					7,506,333	
FY 2017-2018 Estimated Receipts					64,152,119	
Total Change from July 2017 Report	-	-	-	-	71,658,452	68,146,784

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

Beginning August 30, 2004, the Board of Trustees requested facilities related project information updates. The report provides information on projects that are underway, those that have received partial funding and those that are in the queue for funding when state funds are involved.

The Facilities Plan Status Report includes scope, schedule and budget information and elaborates on project status, progress, and focus. Items listed in italics represent changes since the previous report.

STATUS

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT
August 21, 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	Nov 2016

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. Warranty year will complete August 22, 2017 and item will be removed from this report after *this* August report.

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	Feb 2019
Complete Working Drawings	Aug 2017	Advertise for FF&E	N/A
DSA Final Approval	Jan 2018	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: Obtain 100% design development review sign off. Create draft furniture, fixtures and equipment (FF&E) list and distribute to project stakeholders for review. Geotechnical report revision and resolution of design impacts with the Design-Build team.

Focus: Work through both schedule and cost impact to the project as it relates to the geotechnical report discovery.

3. ATAS BUILDING 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	<i>Oct 2017</i>	Award Construction Contract	<i>April 2018</i>
Start Working Drawings	<i>May 2018</i>	Complete Construction	<i>Oct 2020</i>
Complete Working Drawings	<i>Jan 2019</i>	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 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. *Outstanding funding will be requested during the 2018-2019 budget planning cycle.*

	Original	Revision	Total
Project Budget:	\$8,755,055	\$32,419,945	\$47,175,000
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
<i>Unallocated Amount</i>			<i>\$26,630,000</i>

Status: *Criteria Phase: The Board of Trustees approved a recommendation to replace the existing building renovation with a new 45,000 SF building at the existing tennis courts.*

In Progress: *Select Criteria Architect, execute criteria phase consultant contracts and surveys.*

Recently Completed: *Criteria Architect RFP process. Aligned CEQA Master Plan with project revision.*

Focus Issue: *Select Criteria Architect Firm. Obtain existing condition information. Evaluate location alternatives for the tennis court relocation with Saddleback College.*

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	July 2017
Complete Working Drawings	May 2017	Advertise for FF&E	N/A
DSA Final Approval	N/A	DSA Close Out	July 2017

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: *Closeout Phase. Finalizing IT installation.*

In Progress: *Collect As-Built Drawings and Closeout package. .*

Recently Completed: *Construction, punch list and furniture installation.*

Focus: *Relocate classes from Village. Close Village 30 & 32. This item will be removed from this report after the September report.*

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
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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. *On June 26, 2017 the Board approved 350,000.*

	Original	Revision	Total
Project Budget:	\$1,000,000	\$9,150,000	\$10,150,000
District Funding Commitment:	\$1,000,000	\$9,150,000	\$10,150,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,000,000	\$9,150,000	\$10,150,000

Status: DSA Certified and closed out

In Progress: Warranty period.

Recently Completed: DSA Certified and closed out

Focus: Warranty period. *This item will be removed from this report after this August report.*

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.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$7,626,000	\$50,493,000
District Funding Commitment:	\$12,814,000	\$ 10,374,000	\$28,253,500
Anticipated State Match:	\$30,053,000	\$(7,813,000)	\$22,240,000
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated Amount:			\$31,834,180

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's final budget included partial funding on 15 of the 29 projects on the list for first year funding. The remaining funding for the 15 projects and some or all of the remaining 14 projects will be recommended for next year's budget. The State Chancellor's office indicates projects identified for "second" year funding, including the SOCCCD projects, will hold their place and must only requalify relative to capacity load ratios as previously agreed.

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

IRVINE VALLEY COLLEGE

1. 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	\$ 1,377,000	\$ 2,490,000

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.

2. BARRANCA ENTRANCE (LASER WAY)

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: All necessary certification documents provided to DSA.

In Progress: Project close-out. *Signage change to Laser Way. Finalize landscaping easement with Southern California Edison.*

Recently Completed: *Confirmed DSA satisfied with project status and considered closed.*

Focus: *Close landscaping easement with Southern California Edison.*

3. 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. *Contractor has not requested final pay after several requests. Labor compliance indicates outstanding subcontractor issues.*

In Progress: Final Pay application review. One year warranty walk.

Recently Completed: Punch list, warranty and M&O Manuals provided, final furniture install. Contractor completed access compliance issues identified during ADA Transition Plan survey.

Focus: Final Pay application.

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. *On June 26, 2017, the Board approved \$12,932,581*

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$ 7,157,000	\$42,860,000
District Funding Commitment:	\$10,562,000	\$13,420,000	\$23,982,000
Anticipated State Match:	\$25,141,000	\$(6,263,000)	\$18,878,000
Basic Aid Allocation:	\$795,000	\$14,592,320	\$15,387,320
Unallocated Amount:	\$0	\$0	\$27,472,680

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's final budget included partial funding on 15 of the 29 projects on the list for first year funding. The remaining funding for the 15 projects and some or all of the remaining 14 projects will be recommended for next year's budget. The State Chancellor's office indicates projects identified for "second" year funding, including the SOCCCD projects, will hold their place and must only requalify relative to capacity load ratios as previously agreed.

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. *On June 26, 2017 the Board approved \$733,000.*

	Original	Revision	Total
Project Budget:	\$3,010,000	\$4,478,000	\$7,488,000
District Funding Commitment:	\$3,010,000	\$4,478,000	\$7,488,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$ 4,478,000	\$7,488,000

Status: *Pre Design Phase: RFQ&P for Parking Lot Design Services has been issued.* Study will continue on the solar power installation, battery storage, and maximizing environmental and fiscal benefits.

In Progress: *Request for Qualifications and Proposals for Parking Lot Design Services.* Economic feasibility study to maximize return on solar power installation to include potential battery storage.

Recently Completed: Preliminary analysis of reduction of electrical energy demand through installation of solar power and battery storage has begun. *Issued RFQ&P for Parking Lot Design Services.*

Focus: Complete economic analysis and solar power distribution alternatives. Continue coordination with Southern California Edison to aggregate incoming electrical service. *Manage RFQ&P process for Parking Lot Design Services.*

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	May 2017	Award Construction Contract	Apr 2018
Start Working Drawings	Jul 2017	Complete Construction	Apr 2019
Complete Working Drawings	Oct 2017	Advertise for Equipment	Dec 2018
DSA Final Approval	Jan 2018	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015. *On June 22, 2016, the Board approved 5,338,000. On June 26, 2017, the Board approved 402,000.*

	Original	Revision	Total
Project Budget:	\$5,200,000	\$ 538,000	\$6,140,000
District Funding Commitment:	\$5,200,000	\$ 538,000	\$6,140,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 400,000	\$5,740,000	\$6,140,000

Status: Schematic Design phase.

In Progress: Schematic design phase.

Recently Completed: Floor plans showing room locations, relationships and compliance with Programming has been completed.

Focus: Complete schematic design. *Award of Commissioning Services agreement.*

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 maintain the ATEP site.

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
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. *On June 26, 2017, the Board approved \$1,100,000.*

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 5,950,000	\$28,650,000
District Funding Commitment:	\$23,000,000	\$ 5,950,000	\$28,650,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$0	\$ 1,250,000	\$ 1,250,000

Status: Construction phase: 54% complete.

In Progress: Roof installation, installation of plaster lath on exterior of building, interior framing, building mechanical, electrical and plumbing rough-ins.

Recently Completed: Exterior sheathing.

Focus: Furniture selection and coordination of building utility tie-ins

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: 25% complete

In Progress: Reclaimed and potable water installation. Easements with Southern California Edison, the Gas Company and AT&T.

Recently Completed: Remove unforeseen underground pipe.

Focus: Utility connection 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	Oct 2017

Budget Narrative: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board approved \$40,000. *On June 26, 2017, the Board approved \$200,000.*

	Original	Revision	Total
Project Budget:	\$200,000	\$240,000	\$440,000
District Funding Commitment:	\$200,000	\$240,000	\$440,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$240,000	\$440,000

Status: Plan Development: 95% Complete.

In Progress: *Preparing for Saddleback and IVC Professional Development week sessions.*

Recently Completed: *Review draft plan.*

Focus: Finalize draft plan for Sustainability & Energy Plan Steering Committee final approval in August.

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: On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. *On June 26, 2017, the Board approved 400,000.*

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

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 of 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	July 2017	Start Report Development	Oct 2017
Start Research/Analysis	July 2017	Complete Report	Dec 2017
Complete Research/Analysis	Sept 2017	Final Report	Jan 2018

Budget Narrative: Budget reflects Board action on 8/22/2016. *On June 26, 2017, the Board approved \$100,000.*

	Original	Revision	Total
Project Budget:	\$460,000	\$100,000	\$560,000
District Funding Commitment:	\$460,000	\$100,000	\$560,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$100,000	\$560,000

Status: *Research and Analysis phase.*

In Progress: *Develop plan, goals, and schedule. Review standards. Conduct site walks of each campus.*

Recently Completed: *Project kick off.*

Focus: *Complete review of district and college's existing technology standards and campus site walks. Schedule meetings for telecom, access control, audio visual, data network, wireless and radio systems review.*

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	Oct 2017
Start Research/Analysis	April 2017	Complete Report	Jan 2018
Complete Research/Analysis	August 2017	Final Report	Feb 2018

Budget Narrative: Budget reflects Board action on 8/22/2016. *On June 26, 2017, the Board approved \$500,000.*

	Original	Revision	Total
Project Budget:	\$400,000	\$500,000	\$900,000
District Funding Commitment:	\$400,000	\$500,000	\$900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$500,000	\$900,000

Status: *Consultant Procurement Phase.*

In Progress: Review the proposed scope of services with Saddleback & IVC M&O Dept.

Recently Completed: *Investigation walk-throughs with Saddleback IT for lower campus telecommunication infrastructure scope. .*

Focus: *Review scope of services with Saddleback & IVC M&O.*

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.

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 June 30, 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 June 30, 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	5,062,682	2,955,543	58.38%
State Sources	8600-8699	46,456,156	59,628,003	42,830,656	71.83%
Local Sources	8800-8899	224,530,310	226,159,718	236,443,486	104.55%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		275,219,049	290,850,403	282,229,685	97.04%
FISCAL AGENT PASS THROUGH	8970-8979	0	4,350,212	4,350,212	100.00%
INCOMING TRANSFERS	8980-8989	4,107,009	4,107,009	4,854,820	118.21%
TOTAL SOURCES OF FUNDS		\$ 338,666,873	358,648,439	350,775,532	97.80%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 86,730,335	90,631,070	88,176,487	97.29%
Other Staff Salaries	2000-2999	54,253,223	56,264,721	51,552,014	91.62%
Employee Benefits	3000-3999	50,476,683	51,384,610	50,982,047	99.22%
Supplies & Materials	4000-4999	7,659,548	7,025,720	3,741,492	53.25%
Services & Other Operating	5000-5999	30,037,802	38,085,641	19,647,345	51.59%
Capital Outlay	6000-6999	16,595,642	17,288,283	7,083,663	40.97%
Payments to Students	7500-7699	1,046,089	2,254,748	1,882,165	83.48%
Total Expenditures		\$ 246,799,322	262,934,793	223,065,213	84.84%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 750,000	895,000	1,555,243	173.77%
Basic Aid Transfers Out	7300-7399	56,129,557	56,148,963	56,148,963	100.00%
Intra Fund Transfers Out	7400-7499	0	4,350,212	4,350,212	100.00%
Total Other Uses		56,879,557	61,394,175	62,054,418	101.08%
TOTAL USES OF FUNDS		303,678,879	324,328,968	285,119,631	87.91%
ENDING FUND BALANCE		\$ 34,987,994	34,319,471	65,655,901	
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	7,748,673		
TOTAL RESERVES		\$ 34,987,994	34,319,471		

NOTE: As of June 30, 2016 actual revenues to date were **101.21%** and actual expenditures to date were **88.80%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of June 30, 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	101,365,656	100.72%
Restricted Budget Allocation		28,755,407	38,613,728	19,561,364	50.66%
Total Revenue		129,391,856	139,250,177	120,927,020	86.84%
INCOMING TRANSFERS	8980-8989	3,302,005	3,302,005	3,300,374	99.95%
TOTAL SOURCES OF FUNDS		<u>\$ 148,502,064</u>	<u>158,360,385</u>	<u>140,035,597</u>	88.43%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 54,263,994	56,055,325	52,795,191	94.18%
Other Staff Salaries	2000-2999	27,571,323	28,560,968	25,349,620	88.76%
Employee Benefits	3000-3999	28,347,162	28,937,646	25,737,643	88.94%
Supplies & Materials	4000-4999	5,434,219	4,478,794	2,055,539	45.89%
Services & Other Operating	5000-5999	13,670,310	20,265,453	9,149,098	45.15%
Capital Outlay	6000-6999	11,020,064	11,109,366	3,476,602	31.29%
Payments to Students	7500-7699	694,992	1,288,427	981,327	76.16%
Total Expenditures		\$ 141,002,064	150,695,979	119,545,020	79.33%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 500,000	664,406	724,295	109.01%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		500,000	664,406	724,295	109.01%
TOTAL USES OF FUNDS		<u>141,502,064</u>	<u>151,360,385</u>	<u>120,269,315</u>	79.46%
LOCATION OPERATING BALANCE		<u>\$ 7,000,000</u>	<u>7,000,000</u>	<u>19,766,282</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 7,000,000</u>	<u>7,000,000</u>		

NOTE: As of June 30, 2016 actual revenues to date were **93.77%** and actual expenditures to date were **83.41%** of the revised budget to date.

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of June 30, 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	61,476,875	99.48%
Restricted Budget Allocation		15,087,393	19,299,535	15,014,281	77.80%
Total Revenue		75,384,066	81,096,208	76,491,156	94.32%
INCOMING TRANSFERS	8980-8989	610,004	610,004	1,348,975	221.14%
TOTAL SOURCES OF FUNDS		<u>82,613,736</u>	<u>88,325,878</u>	<u>84,459,797</u>	95.62%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	30,666,733	32,776,137	33,898,846	103.43%
Other Staff Salaries	2000-2999	17,795,118	18,841,958	17,541,103	93.10%
Employee Benefits	3000-3999	17,446,749	17,764,625	16,843,373	94.81%
Supplies & Materials	4000-4999	2,107,824	2,420,397	1,381,841	57.09%
Services & Other Operating	5000-5999	7,572,826	8,907,347	5,478,017	61.50%
Capital Outlay	6000-6999	5,256,193	5,900,420	3,478,149	58.95%
Payments to Students	7500-7699	351,097	966,321	900,838	93.22%
Total Expenditures		81,196,540	87,577,205	79,522,167	90.80%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	0	0	600,354	
Other Transfers	7400-7499	0	0	0	
Total Other Uses		0	0	600,354	
TOTAL USES OF FUNDS		<u>81,196,540</u>	<u>87,577,205</u>	<u>80,122,521</u>	91.49%
LOCATION OPERATING BALANCE		<u>1,417,196</u>	<u>748,673</u>	<u>4,337,276</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>1,417,196</u>	<u>748,673</u>		

NOTE: As of June 30, 2016 actual revenues to date were **95.39%** and actual expenditures to date were **88.32%** of the revised budget to date.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Quarterly Financial Status Report

ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly financial Status Report for SOCCCD, as of June 30, 2017 for FY 2016-2017, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

[VIEW QUARTERLY DATA](#)

[CHANGE THE PERIOD](#) ▾

Fiscal Year: 2016-2017

District: (890) SOUTH ORANGE

Quarter Ended: (Q4) Jun 30, 2017

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2013-14	Actual 2014-15	Actual 2015-16	Projected 2016-2017

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	196,304,963	211,462,493	242,408,781	247,386,136
A.2	Other Financing Sources (Object 8900)	0	0	493,350	4,835,415
A.3	Total Unrestricted Revenue (A.1 + A.2)	196,304,963	211,462,493	242,902,131	252,221,551
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	147,552,068	155,345,822	175,141,624	189,573,456
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	39,024,983	45,826,804	64,756,402	57,374,918
B.3	Total Unrestricted Expenditures (B.1 + B.2)	186,577,051	201,172,626	239,898,026	246,948,374
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	9,727,912	10,289,867	3,004,105	5,273,177
D.	Fund Balance, Beginning	27,594,916	37,322,828	47,612,695	50,616,800
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	27,594,916	37,322,828	47,612,695	50,616,800
E.	Fund Balance, Ending (C. + D.2)	37,322,828	47,612,695	50,616,800	55,889,977
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	20%	23.7%	21.1%	22.6%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	24,960	27,822	24,927	27,365
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2013-14	2014-15	2015-16	2016-2017
H.1	Cash, excluding borrowed funds		51,350,104	61,543,358	76,916,344
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	37,976,386	51,350,104	61,543,358	76,916,344

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	231,361,216	232,861,216	247,386,136	106.2%
I.2	Other Financing Sources (Object 8900)	4,107,009	4,107,009	4,835,415	117.7%
I.3	Total Unrestricted Revenue (I.1 + I.2)	235,468,225	236,968,225	252,221,551	106.4%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	194,467,474	196,488,789	189,573,456	96.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	56,629,557	56,776,765	57,374,918	101.1%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	251,097,031	253,265,554	246,948,374	97.5%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-15,628,806	-16,297,329	5,273,177	
L	Adjusted Fund Balance, Beginning	50,616,800	50,616,800	50,616,800	
L.1	Fund Balance, Ending (C. + L.2)	34,987,994	34,319,471	55,889,977	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	13.9%	13.6%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year?

NO

Next year?

NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
RE: SOCCCD: Pension Stabilization Trust Fund
ACTION: Information

BACKGROUND

In March, 2016 the SOCCCD Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Trust to set aside funds to offset the cost increases related to the STRS and PERS retirement systems pension liabilities. The trust was established with the Benefit Trust Company and Morgan Stanley as the registered investment advisor.

STATUS

This report is for the period ending June 30, 2017 (EXHIBIT A). The portfolio is entirely invested in fixed income mutual funds. The portfolio's performance for the quarter increased 1.97%, ending with a fair market value of \$26,672,038. The annualized return since inception is 3.38%. \$476,582 was withdrawn and transferred to the colleges and district services to offset increased pension costs for the third quarter.

July 14, 2017

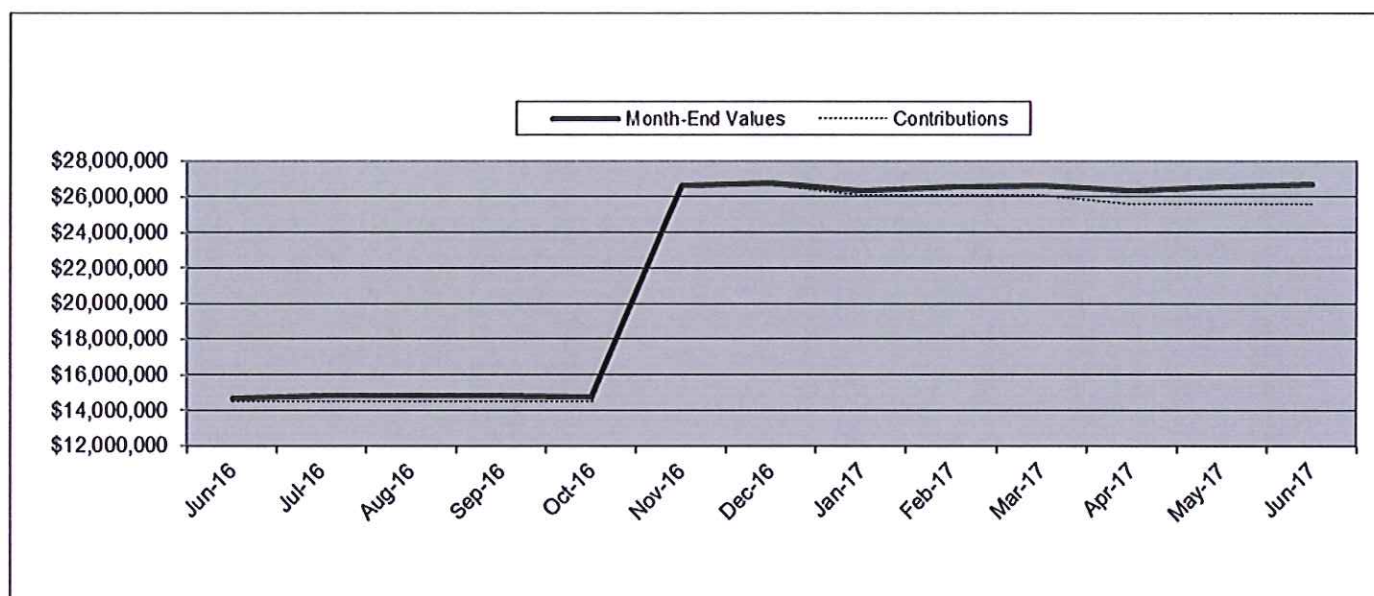
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

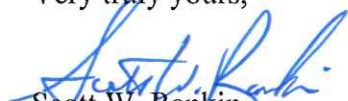
With a fair market value on June 30th of \$26,672,037.67 your portfolio's performance was up 1.98% for the quarter and up 3.38% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio is invested entirely in fixed income mutual funds. It was designed to be invested over a short time frame. Deposits include the initial contribution of \$14,500,000 on June 16, 2016, and a follow-up contribution of \$12,600,000 on November 11, 2016, while \$1,507,392 has been withdrawn to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>2nd Quarter 2017</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD PST	1.98%	3.90%	3.38% annualized return
Barclays Aggregate	1.44%	2.28%	-0.31% (Domestic Bonds)
Barclays Global	2.62%	4.42%	-2.18% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Pension Stabilization Trust

EXHIBIT A
Page 2 of 2

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,814,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038

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 June 30, 2017 (EXHIBIT A).

For June, the portfolio was comprised of 49.3% Fixed Funds (Bonds) and 50.7% Common Stocks (Domestic and International). The portfolio's performance increased 0.69%, ending with a fair market value of \$110,063,884 and an annualized return of 5.73%.

July 17, 2017

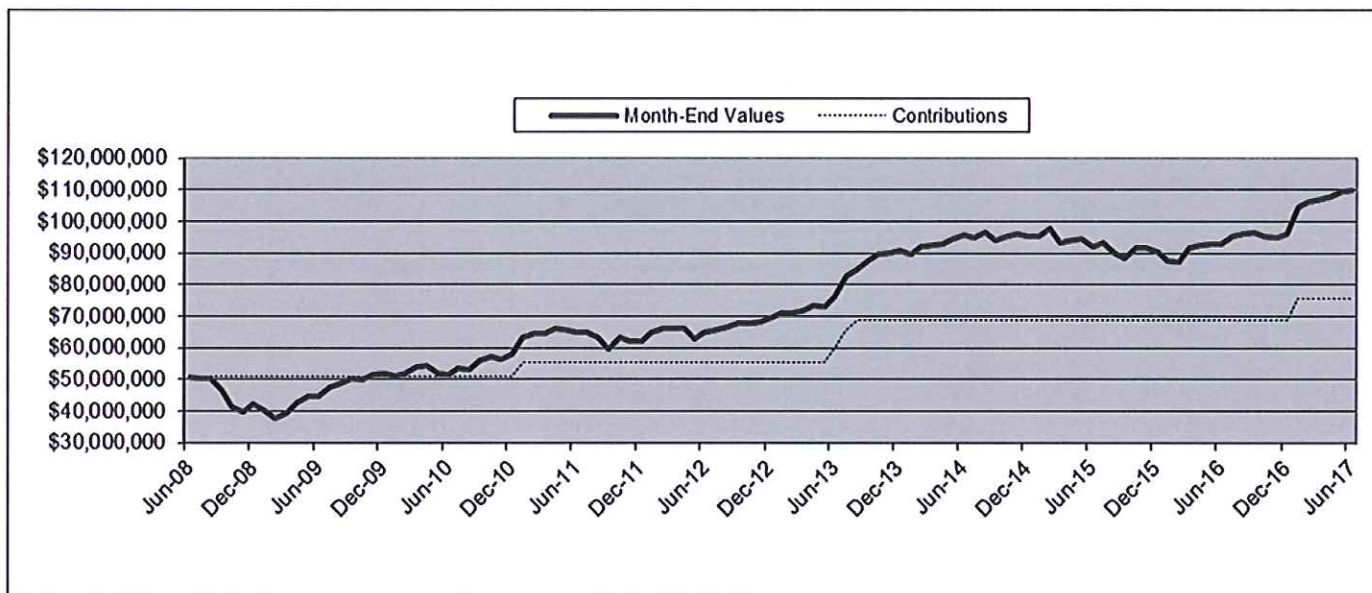
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

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

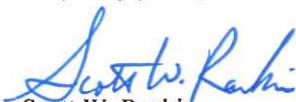
With a fair market value on June 30th of \$110,063,884.36 your portfolio's performance was up 0.69% for the month and up 5.73% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (50.7%) and fixed income funds (49.3%). 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>June 2017</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.69%	6.98%	5.73% annualized return
S&P 500	0.62%	9.35%	9.72% (Domestic Stocks)
MSCI EAFE	-0.18%	13.81%	2.41% (International stocks)
Barclays Aggregate	-0.10%	2.28%	4.20% (Domestic Bonds)
Barclays Global	-0.08%	4.42%	2.71% (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
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
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
June-17	\$ -	\$ 71,676,602	\$ 110,063,884
	\$ 71,676,602		

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
RE: SOCCCD: Quarterly Investment Report
ACTION: Information

BACKGROUND

Senate Bill Number 564 added Government Code Section 53646 requiring the local agencies in California, including educational institutions, to render a statement of investment policy to their local governing Board on an annual basis. In addition, a quarterly report in compliance with the investment policy is to be rendered to the governing Board with respect to the agency's investments. The Board approved the District's investment policy on September 16, 1996, and since then, quarterly reports have been rendered for the Board's information.

STATUS

As of the quarter ending on June 30, 2017, our cash balances were \$305,521,008.93 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 1.02% compared to prior quarter of 0.91%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$26,332,890.47, and the LAIF investment pool is yielding an average of 0.92% compared to prior quarter of 0.78%.

Both pools are highly liquid, with overnight wire transfers available upon request.



TO: Members of the Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
SUBJECT: District Services Report for August 21, 2017 Board of Trustees Meeting

Saddleback College President Search Candidate Forums

The public forums for the four finalist candidates for the position of the next Saddleback College President were held on Monday, August 14, Wednesday, August 16, Thursday, August 17, and Friday, August 18, from 1:30 pm to 3:00 pm in MSE 313. Questions for the candidates were submitted during the sessions and attendees were given feedback forms to provide their overall thoughts on the candidates. The schedule was as follows:

Monday, August 14

Dr. Gregory Anderson has worked as a faculty member and administrator in the California Community Colleges for the past 12 years, and was recently promoted to serve as the vice president of planning, research, and institutional effectiveness for San Mateo County Community College District. He previously spent four years in the same district as Cañada College's vice president of instruction. In addition to gaining tenure and serving as president of the Academic Senate at De Anza College, Dr. Anderson taught for over 20 years and managed programs at colleges and universities in Southern California and around the world.

Dr. Anderson earned a Doctor of Education degree in higher education from the University of Southern California, a Master of Arts degree in Teaching English to Speakers of Other Languages at the School for International Training in Brattleboro, Vermont, and a Bachelor of Science degree in liberal arts – speech communication and English from the University of Wisconsin.

Wednesday, August 16

Dr. Omid Pourzanjani has served students for over 30 years at various higher education institutions, including Golden West College, California State University, Long Beach, UC Irvine Extension, and the California Community Colleges Chancellor's Office. He is currently the vice president of instruction at Golden West College, and has held positions as lecturer, professor, senate officer, department chair, instructional dean, accreditation liaison officer, and chief student services officer. Additionally, Dr. Pourzanjani has served in executive leadership positions in high-tech private industry, focusing on innovation, institutional efficiency, and effective budget management.

Dr. Pourzanjani earned a Doctor of Education degree in education from the University of California, Los Angeles, a Master of Science degree and a Bachelor of Science degree in computer science and

engineering from California State University, Long Beach, and an Associate of Arts degree in electronics from Santa Monica College.

Thursday, August 17

Dr. Melinda Nish has worked in the California Community Colleges system for nearly 15 years, and last served as superintendent/president of Southwestern Community College District. Previously, she was a division dean and then vice president of instruction at Orange Coast College. Currently, Dr. Nish is working as the executive advisor to the president of the College of the Marshall Islands.

Dr. Nish earned a Doctor of Education degree in educational leadership and change from Fielding Graduate University, and a Master of Arts degree in economics and a Bachelor of Arts degree in political science from the University of Utah.

Friday, August 18

Dr. Lynn Neault has been employed with the San Diego Community College District since 1980 and has served in a variety of positions, including interim president of San Diego City College; vice chancellor, director, associate director, and program director of student services; and research analyst. She has also taught as an adjunct instructor. In her current role as vice chancellor of student services—a position she has held for nearly 25 years—Dr. Neault provides leadership and coordination for a comprehensive program of student support services for the district. She additionally served as the district accreditation coordinator for the past three accreditation cycles.

Dr. Neault holds three degrees from San Diego State University: A Doctor of Education in educational leadership, a Master of Public Administration, and a Bachelor of Science degree in political science.

Chancellor's Opening Session

Thank you to all who attended the Chancellor's Opening Session on Tuesday, August 15, where we celebrated the district's 50th anniversary and kicked off the 2017-2018 academic year. The program focused on our accomplishments as well as challenges and opportunities for the coming year. Local retirees were invited to attend, and we welcomed our new full-time faculty, managers, and administrators. Service pins were awarded to 50 full-time faculty (four were given to employees who have served 40 years). In celebration of the district's 50th anniversary, students in the Saddleback College Commercial Music Ensemble performed songs from 1967 to the present, and employees enjoyed a photo booth and dessert bar. A commemorative video on the district's history was presented. Thank you to those who participated in the filming: Trustees Tim Jemal, Dave Lang, and Marcia Milchiker; and Michael Cassens, Ana Maria Cobos, Erica Delamare, Robert Farnsworth, Don Formanek, Scott Greene, Brandon Hightower, Lisa Inlow, Bill Kelly, Shakeh Mehrabian, Don Mineo, Pierre Nguyen, Tom Pestolesi, Jim Rondeau, Joey Sellers, Basil Smith, Blake Stephens, and Bob Urell.

Welcome to Acting Vice Chancellors Diane Clerou and Jim Buysse!

We are happy to welcome two administrators to South Orange County Community College District: Diane Clerou, acting vice chancellor of human resources, and Jim Buysse, acting vice chancellor of business services.

Diane Clerou has nearly 30 years of experience in human resources in the community college district setting. Most recently she served as vice chancellor of human resources at State Center Community

College District, which includes Fresno City College, Reedley College, and Clovis Community College. Her 14 years at State Center were preceded by leadership positions in Kern Community College District and Victor Valley Community College District. Diane earned a master's degree and a bachelor's degree in public administration from California State University, Bakersfield.

Jim Buysse has held community college leadership positions since 1980. He comes to South Orange County Community College District from Riverside Community College District, where he served as vice chancellor of administration and finance for 25 years, with one year as interim chancellor of the district. His previous leadership positions were at De Anza College and Colorado Mountain College. Jim attended the University of Illinois, where he earned three degrees: a Ph.D. in education, a master's degree in accounting science, and a bachelor's degree in accountancy.

Human Resources Update

Acting Vice Chancellor Diane Clerou visited administrators and managers at both Saddleback College and Irvine Valley College to meet staff members and hear comments and concerns.

As of August 2, sixteen full-time faculty members have been hired, on-boarded, and integrated into the system; and over 40 part-time faculty have been hired – all for the upcoming Fall 2017 Semester.

Forty-four classified bargaining unit and classified managers have been hired since January 2017.

AR-4011.3 was approved to include updated and improved processes for classified staff recruitment. HR is preparing training for all staff.

Performance evaluations for all district and college administrators and managers were launched through Workday and will progress during the month of August.

Acting Vice Chancellor Diane Clerou and Human Resources Director Teddi Lorch presented service pins to 50 full-time faculty at the Chancellor's Opening Session on August 15.

HR provided several presentations and workshops during Professional Development Week, including a CalSTRS workshop on August 15, an EEO training on August 17, and an orientation for new full-time faculty on August 18.



SADDLEBACK COLLEGE

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TO: Members of the Board of Trustees
Dr. Debra L. Fitzsimons, Interim Chancellor

FROM: Denise Whittaker, Acting President

SUBJECT: Report for August 21, 2017 Board of Trustees Meeting

Graphic Communications students Arnold Agustin, Sejal Banker and Allison Liaw took first, second and third place, respectively, in the ninth annual Graphic Arts Education and Research Foundation student design competition.

Students had to design and print a full-page magazine ad featuring a product of their choice and linked to digital media to demonstrate the essential role that print plays in today's multichannel media mix.

Agustin took first place and will received \$2,000 plus a two-day, all-expenses-paid trip to Chicago in September for him and Professor Steven Gonsowski to attend PRINT 17, the largest gathering of the printing, publishing, in-plant, graphic communications and mailing/fulfillment communities in the Americas. Sejal Banker came in second place, earning \$1,500, while Allison Liaw came in third, earning \$1,000.

Students from across the continental United States studying in a graphic communications/printing, advertising, graphic design or interactive media program at a recognized secondary or post-secondary institution could participate. Their instructors were responsible for submitting entries completed during the 2016-2017 school year. The work had to be original and free of trademarked or copyrighted material.

All student entries will be showcased at gaerf.org and in PRINT 17's Workforce Solutions pavilion.

Collaboration with Swift Engineering to build and donate free robotic prosthetics

Saddleback College students are gaining real world experience in developing real tools and devices through a collaboration with San Clemente's Swift Engineering that benefits e-

NABLE, a group of volunteers from across the globe that use 3D printers to create free prosthetics.

Advanced manufacturing students started creating the upper limb assistive devices about a month ago after Meg Hewins, director of Human Resources at Swift, contacted Israel Dominguez, director of Economic Workforce and Development at Saddleback, about working together to support this worthy cause.

e-NABLE does not charge for the prosthetic devices it provides. Typically, a professionally made, muscle-actuated arm can cost up to \$10,000, with much of the cost coming from the materials and parts alone.

The devices Saddleback students are making can be printed in a variety of materials, including durable nylon, ABS, PLA, and TPU. Students download files of the pre-designed hands and arms and then print the devices using the 3D printers in the Advanced Manufacturing Lab.

e-NABLE estimates it has delivered about 1,800 hands to children, with the devices holding up quite well to the activities of a typical child. Many have sent in videos of themselves using the hands to ride bikes, throw a ball with a dog, swim, and perform other activities.

Summer of Theatre makes OC Hot List

The Orange County Hot List recently ranked the Summer of Theatre at Saddleback College the sixth best festival in Orange County, beating out such events as the Newport Beach Jazz Festival, the Garden Grove Strawberry Festival, and others.

This year, 6,700 people came to see free performances of “Shrek: The Musical,” a Big Band performance featuring 100 year-old Shep Shepherd, Shakespeare by the Sea productions of “Macbeth” and “Taming of the Shrew,” and “The Music Man.” The series is designed to introduce theatre and music to residents and families who cannot afford to attend these productions at area theatres.

The City of Mission Viejo through its Community Grants program partnered with the college to put on the 2017 Summer of Theatre. Anyone wishing to sponsor this event can email sc_arts@saddleback.edu or call 949-582-4913.

KSBR Birthday Bash also made the list at No. 9. The Orange County Hot List features more than 4,475 businesses competing for title of Orange County's best.



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 *GR*

DATE: August 10, 2017

SUBJECT: **President's Report for the August 21, 2017 Board of Trustees Meeting**

IVC Dean Accepted to ACCCA Admin 201: Transformational Leadership Program

Dean of Counseling Services Elizabeth Cipres, was selected to participate in the Admin 201: Transformational Leadership Program, a new summer academy put on by the Association of California Community College Administrators (ACCCA). Cipres was one of 37 participants chosen for the inaugural class. The program was designed to identify and nurture administrative talent in the California community college system.

IVC Student Participates in NIH Summer Internship Program

Irvine Valley College (IVC) graduate Ninaz Valisharifabad completed her Community College Summer Enrichment Program with the National Institutes of Health (NIH). This program provides opportunities for community college students to receive hands-on biomedical research experience. As a biomedical engineering major, Valisharifabad has spent the summer researching the H19 gene. She presented her research at the NIH program to discuss her experiments and the results she collected during the ten-week program. Valisharifabad credited EOPS Counselor Parisa Soltani, who introduced her to the program. She will begin at the University of California, Irvine in the fall.

Student Ambassador Leadership Institute

On August 9-11, Vice President for Student Services Linda Fontanilla held the Student Ambassador Leadership Institute at IVC. The 2017-2018 student ambassadors mark the third cohort of the program. Students participated in ice-breaker activities to meet one another, and received an orientation of what to expect during the year in the student ambassador program. Ambassadors also received introductions from various campus departments, further acquainting the students with the college organization. Student ambassadors were able to interact with managers, administrators, staff and faculty, and ask questions about the respective areas.

IVC Participates in Launch of Career Education

On July 20, IVC representatives attended the launch of Career Education in Sacramento. California Community Colleges Chancellor Eloy Ortiz Oakley provided a press conference on the newly rebranded program. IVC attendees included Director of Economic and Workforce Development Bill Kerwin, Executive Director of Marketing and Creative Services Diane Oaks, Assistant Director of Marketing and Creative Services Melanie Buettner, and Senior Graphic Designer/ Publications Editor Candice Yacono.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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An Equal Opportunity Institution

IVC President's Opening Session

On August 14, President Roquemore held the president's opening session for the Faculty Professional Development Week in the Performing Arts Center. The morning began with breakfast, followed by the welcome session. Guest speaker, Dr. Chip Espinoza, author, speaker, and academic director of the Organizational Psychology and Nonprofit Leadership programs at Concordia University Irvine, spoke about millennials in his talk, "Generational Dynamics and Pedagogy." The morning included an update on the college accreditation process and a panel discussion. Following the morning session, faculty, staff and administrators joined the IVC Foundation to celebrate the Foundation's success in raising over one million dollars.

Presidents Academy Summer Institute

On July 22-25, President Roquemore attended the American Association of Community Colleges (AACC) Presidents Academy Summer Institute (PASI) in New York. The three-day institute focuses on issues of critical importance to success in the role of the community college president, providing a mix of content experts and interaction around related case studies that result in the development/acquisition of ready-to-use skill sets that participants can apply back at their respective campuses.