



Meeting of the Board of Trustees

September 25, 2017

CALL TO ORDER: 4:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

*Members of the public may address the Board on items 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).) (4 matters)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(2 matters)
 - B. Public Employee Employment and Performance Evaluation (Government Code Section 54957(b)(1))
 - 1. Performance Evaluation – Interim Chancellor
 - 2. Laboratory Technician, Saddleback College
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - A. Faculty Association
Agency Designated Negotiator: Diane Clerou, Acting Vice Chancellor, Human Resources
 - B. Unrepresented Employee – (College President)
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)
 - A. 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
- 1.6 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
 - 2. Financial Aid Specialist (Terminated) Appeal

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Terri Whitt

2.3 Pledge of Allegiance

Led by Trustee James 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.***

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: Legislative Advocacy Overview

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

5.0 CONSENT CALENDAR ITEMS

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Regular Meeting held on August 21, 2017,

Special Meeting held on August 31, 2017 and Special Meeting held on September 11, 2017.

- 5.2 **Saddleback College: Revised Curriculum for the 2017-18 and 2018-19 Academic Years**
Approve proposed curriculum changes for the 2017-18 and 2018-19 academic years at Saddleback College.
- 5.3 **Saddleback College: Community Education, Additional Fall 2017**
Approve the Community Education courses, presenters, and compensation.
- 5.4 **Saddleback College: Revision of 2017 – 2018 Instructional Material/Laboratory Fees in Fine Arts & Math, Science, and Engineering**
Approve the Saddleback College revised Instructional Material Fees in Fine Arts & Math, Science, and Engineering for 2017 – 2018.
- 5.5 **Irvine Valley College: Curriculum Revisions for the 2017-2018 Academic Year**
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2017-2018 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.6 **Irvine Valley College: Grant Renewal Acceptance, Deputy Sector Navigator Energy Efficiency & Utilities**
Accept this renewal award of \$200,000 from the CCCCCO for the Deputy Sector Navigator Energy Efficiency and Utilities grant, RFA No. 17-160-004 from July 1, 2017 through June 30, 2018.
- 5.7 **SOCCCD: Irvine Valley College Parking Lot Phase IA and Solar Shade Project, Parking Lot Design Services, KPFF Consulting Engineering**
Approve the KPFF Consulting Engineering agreement for the Irvine Valley College Parking Lot Phase IA and Solar Shade project, parking lot design services, in the amount of \$178,077.
- 5.8 **SOCCCD: Irvine Valley College New Dance Floor Project, Notice of Completion, SS+K Contractors, DBA SS&K Contractors**
Authorize filing the Notice of Completion for the Irvine Valley College New Dance Floor project to SS+K Contractors, DBA SS&K Contractors for a final contract amount of \$175,976.16.
- 5.9 **SOCCCD: Information Technology Consultant Services Pool**
Approve the five firms identified in EXHIBIT A for a pool from which to draw Information Technology Consultant services for no greater than a five year period from August 22, 2017 to August 21, 2022.
- 5.10 **SOCCCD: Annual renewal of Microsoft Campus Agreements with ComputerLand of Silicon Valley for District-wide Microsoft Software Use**
Approve the annual renewal of a software licensing agreement for the district-

wide Microsoft Software Licensing for the period of October 1, 2017 through September 30, 2018 with ComputerLand of Silicon Valley at a cost not to exceed \$243,104.50.

5.11 SOCCCD: July – September 2017 Change Orders/ Amendments

Ratify the change orders and amendments as listed.

5.12 SOCCCD: Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

5.13 SOCCCD: August - 2017 Contracts

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter into a Grant of Easement with Southern California Edison

Conduct a public hearing in order to determine if the terms of the Grant of Easement agreement, with Southern California Edison, are in the best interest of the district.

6.2 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No.17-28 and Enter into a Grant of Easement with Southern California Edison

Adopt Resolution No. 17-28 to authorize entering into a Grant of Easement with Southern California Edison over portions of the Advanced Technology and Education Park property for utility purposes.

6.3 SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter into a Grant of Easement with Southern California Gas Company

Conduct a public hearing in order to determine if the terms of the Grant of Easement agreement with Southern California Gas Company, are in the best interest of the district.

6.4 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No.17-29 and Enter into a Grant of Easement with Southern California Gas Company

Adopt Resolution No. 17-29 to authorize entering into a Grant of Easement with Southern California Gas Company over portions of the Advanced Technology and Education Park property for utility purposes.

6.5 SOCCCD: Reschedule October 23, 2017 Regular Meeting of the Board of Trustees

Reschedule and approve the date for the October 2017 Regular meeting in compliance with Board Policy 120.

6.6 SOCCCD: Biennial Ethics Training & Trustee Travel and Compensation

Approve annual individual travel expenditures of the chancellor and trustees

and approve report of all district compensation received by each trustee during the 2016-17 fiscal year.

- 6.7 **SOCCCD: Association of Governing Boards (AGB), John W. Nason Award for Board Leadership Nomination**
Determine if the Board wishes to submit an application for the AGB John W. Nason Award for Board Leadership, and, if so, approve the nomination for transmittal to AGB.
- 6.8 **SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Criteria and Programming Architectural Services, Steinberg**
Approve the Steinberg agreement for Design-build Criteria and Programming Architectural Services for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project in the amount of \$650,000.
- 6.9 **SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Consultant Services, Umstot Project & Facilities Solutions, LLC**
Approve an agreement with Umstot Project and Facilities Solutions, LLC, to provide Design-build Consultant Services for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project in the amount of \$350,000.
- 6.10 **Irvine Valley College: ATEP IVC First Building Name - Integrated Design, Engineering and Automation (IDEA)**
Approve the name Integrated Design, Engineering and Automation (IDEA) for the ATEP IVC First Building.
- 6.11 **SOCCCD: Furniture and Fixtures Applications, Agreement No. CB-197-16 Kimball Office Inc.**
Approve contracting with Kimball Office Inc. pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB-197-16, 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, 2020.
- 6.12 **SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), the College and Career Advantage (CCA) Adult Education Grant Subcontract Agreement FY 2016-2017**
Approve the Adult Education Block Grant subcontractor agreement with the College and Career Advantage in the amount of \$360,000 for the FY 2016-2017.
- 6.13 **SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), the College and Career Advantage (CCA) Adult Education Grant Subcontract Agreement FY 2017-2018**
Approve the renewal of the Adult Education Block Grant subcontractor

agreement with the College and Career Advantage in the amount of \$360,000 for the FY 2017-2018.

- 6.14 **SOCCCD: Board Policy Revision: BP-5613 Transcripts, BP-5626 Independent Study**
Accept for review and study.
- 6.15 **SOCCCD: Academic Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Leaves.
- 6.16 **SOCCCD: Classified Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Reorganization, Permanent Change in Hours Per Week, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.17 **SOCCCD: Employment Agreement – Dr. Gregory Anderson, President, Saddleback College**
Ratify the appointment of Dr. Gregory Anderson to the position of President, Saddleback College.
- 6.18 **SOCCCD: Adopt Resolution No. 17-30 Classified Employee/Position Layoff**
Adopt a resolution to approve the reduction/discontinuance of classified service positions.
- 6.19 **Saddleback College: Innovation and Entrepreneurship Center request for authorization to negotiate ground lease**
Approve development of a Saddleback College Innovation and Entrepreneurship Center and authorize the District to enter into lease negotiations for off-site space to house the Center.

7.0 REPORTS

- 7.1 **SOCCCD: Adopted Budget for Fiscal Year 2017-2018**
Adopted Budget for FY 2017-2018 approved at a Special Meeting of the Board of Trustees on September 11, 2017.
- 7.2 **SOCCCD: Public Agency Retirement Services (PARS) Supplemental Retirement Incentive (SRP) Program Enrollees**
A total of 116 faculty, administrators, managers and non-management classified staff elected to participate in the PARS SRP.
- 7.3 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.4 **SOCCCD: 2018 Teacher of the Year Recognition Ceremony**

Information on OC Teachers of the Year program. The nominees being honored from SOCCCD are Basil Smith, Philosophy Professor from Saddleback College and Michael Cassens, Psychology Professor from Irvine Valley College.

7.5 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**

None

7.6 **SOCCCD: Facilities Plan Status Report.**

Status of current construction projects.

7.7 **SOCCCD: Monthly Financial Status Report**

The reports display the adopted budget, revised budget and transactions through 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: Legislative and Advocacy Overview

ACTION: Presentation/Discussion

BACKGROUND

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

STATUS

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



Legislative and Advocacy Efforts

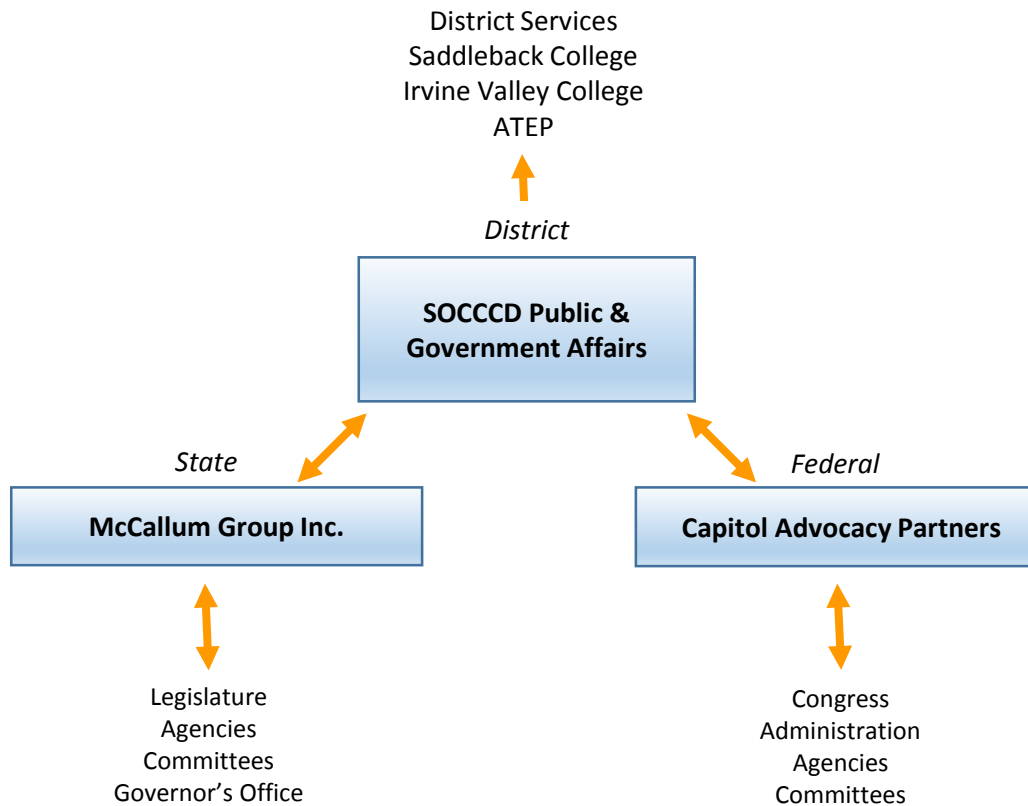


Tere Fluegeman – Executive Director, Public and Government Affairs
Mark MacDonald – State Legislative Advocate, McCallum Group
Dana DeBeaumont – Federal Legislative Advocate, Capitol Advocacy Partners

September 25, 2017



How we work together





What we do

Promote and advance district and colleges

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

Monitor legislation

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

Advocacy - legislation, grants, initiatives and policy

- State – legislation and policy
- Federal – legislation, policy and grants advocacy





A Few Highlights

- Chaired Orange County Community College Legislative Task Force
- Co-hosted Women in Politics symposium
- Local Advocacy
 - Rep. Mimi Walters – ATEP
- State Advocacy
 - Veteran Center Funding
- Federal Advocacy
 - VA, CTE, Apprenticeships





State Overview





Who We Are

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

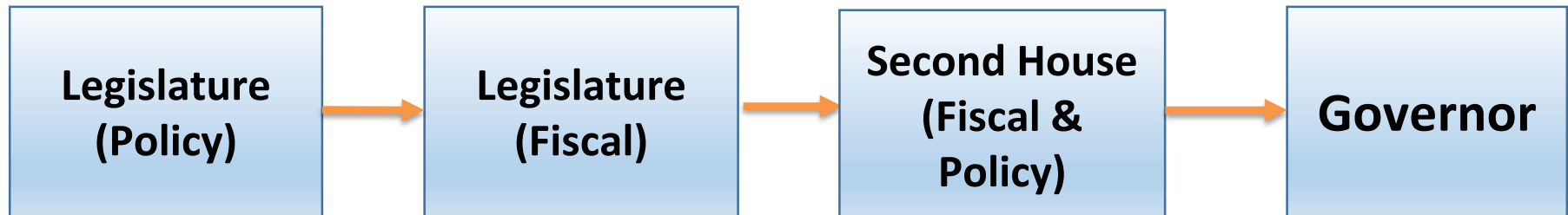


Budget Process





Legislative Process





Focus on South Orange County CCD

- Basic Aid Coalition – AB 19 (Santiago): Community College Promise
- Funding for Student Veterans
- Proposition 51 Facilities



2017 Themes

- Immigration/DACA – SB 54 and AB 21 & \$30 million for assistance
- Student Financial aid and Full-Time Attendance
- Guided Pathways
- Baccalaureate Degree Program
- Veterans' Centers
- Looming Retirement Cost Increases



This Year's Success - Budget

- \$150 million in funding for the Guided Pathways Program
- \$10 million in guaranteed funding for veteran resource centers (\$3 million ongoing and \$7 million one-time)
- \$4.5 million in funding for mental health services training and support
- \$20 million for Innovation Awards
- \$76.9 million for deferred maintenance, instructional equipment and water conservation projects (no match required)
- \$6 million to facilitate integrated library system
- 15 facilities projects funded out of Proposition 51 bond



This Year's Legislation

- AB 19 (Santiago) – Community College Promise Program
- AB 343 (McCarty) – Fee Waivers for Special Immigrant Visa
- AB 387 (Thurmond) – Clinical Placements
- AB 503 (Lackey) – Parking Enforcement
- AB 705 (Irwin) – Multiple Measures for Student Placement
- AB 1435 (Gonzalez Fletcher) – Collegiate Athletics
- SB 769 (Hill) – CCC Baccalaureate Degree Program



Next Year's Themes

- Funding Formula – Streamline Categorical Programs & “Rethink” Growth
- Community College Promise
- Community College Baccalaureate Degree Program
- Proposition 51 Facilities Projects
- Retirement Costs
- Repeatability
- Mental Health
- Streamline Curriculum Process - BOG
- Accreditation – Legislature & BOG



Next Year's Politics

- Same Governor focused on fiscal restraint – Final year in office
- Election year - Governor
- Final Year for Senate President Pro Tem – could mean changes in committee assignments
- Statewide Chancellor in his first full year
- New term limit rules impacting movement of members between committees
- Legislature still dominated by Democrats



Federal Overview





Who We Are

Active voice and advocate for District

- Congress, Agencies, Administration

Grants

- Research programs
- Understand requirements & Agency priorities – Troubleshoot issues
- Build relationships
- Position colleges
- Congressional support
- Plan ahead to fill college priorities – NSF INCLUDES Implementation (follow-up to planning grant) & Advanced Technology Program, Apprenticeships

Legislation

- Examine, track, recommend positions
- Draft and recommend legislative language
- SOCCCD as a resource to federal decision makers



Focus on South Orange County CCD

- Year-round Pell
- Legislative language and advocacy to support student veteran healthcare enrollment
- Efforts to direct NSF to establish ATE Photonics Center
- Outreach on Apprenticeships
- Advocacy with California Members to serve DREAMERS and protect California “sanctuary” entities from losing federal funding
- Outreach/consultation on active IVC AANAPISI and Saddleback Behavioral Health Workforce grants



Looking Ahead

Administration

- Changes at all levels and slow to staff – many key positions still unfilled
- Regulatory review – looking to change/reduce requirements
- Charter schools/school choice, expanding apprenticeships

Congress

- Tense relationship between President and Congress
- President turning to Democrats as partner

Focus in DC

- Higher Education and Perkins Reauthorizations
- DACA – Potential loss of funding to “sanctuary” entities
- Apprenticeships
- College Affordability, Completion & Job Placement
- Certificate/Credentials and Ladders of Opportunity
- Institution Accountability/Risk Sharing

Targeting funding opportunities

- ATEP programs, Health Sciences, STEM, Student Veterans
- Requires planning, consistent effort



"Great things are done by a series of small things
brought together."
- Vincent Van Gogh



Questions?

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

August 21, 2017 Regular Meeting of the Board of Trustees (Exhibit A) and
August 31, 2017 Special Meeting of the Board of Trustees (Exhibit B) and
September 11, 2017 Special Meeting of the Board of Trustees (Exhibit C)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
August 21, 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
Jim Buysee, Acting Vice Chancellor, Business Services
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Diane Clearou, Acting Vice Chancellor, Human Resources
Glenn Roquemore, President Irvine Valley College
Denise Whittaker, Acting President Saddleback College

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

Trustee Whitt was absent and excused from the open session of the board meeting.

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 vote, the board approved a reduction of 2.5 hours per week for the period of August 21 through December 14, 2017 to a classified employee at Saddleback College.

On a 7 to 0 vote, the board approved a 3 month, unpaid leave with benefits to a district services, classified employee.

On a 7 to 0 vote, the approved the chancellor's authorization to pay the Supplemental Retirement Plan benefit to a beneficiary of a classified employee at Saddleback College.

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.

One public comment was heard by the Board in regards to encouraging adoption of AB 1887 – Out of State Travel Restrictions.

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 SOCCCD: Saddleback College Athletics Stadium Renovation and Site Improvement Project Update
District and college staff will present an update on the project.

Item 4.1

A joint presentation on the Saddleback College Athletics Stadium Renovation and Site Improvement Project Update was presented by Director of Site Development, Mary Opel and Saddleback College Football Coach, Mark McElroy.

5.0 CONSENT CALENDAR ITEMS

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

Trustee Jemal requested to remove item 5.3, Trustee Wright requested to remove item 5.11, Trustee Prendergast requested to remove item 5.13 and Trustee Lang requested to remove item 5.15 from the consent calendar for separate discussion and action.

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

5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of a Regular Meeting held on July 17, 2017.

Item 5.1

Exhibit A

- 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.

[Item 5.2](#)

[Exhibit A](#)

- 5.3 [SOCCCD: Irvine Valley College Performing Arts Center Construction Defects Project, SVA Architects, Inc](#)
[Approve the architectural/engineering agreement with SVA Architects, Inc., for the Irvine Valley College Performing Arts Center Construction Defects project, in the amount of \\$100,000.](#)

[Item 5.3](#)

[Exhibits A-B](#)

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

- 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](#)

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

[Item 5.5](#)

[Exhibit A](#)

- 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.

[Item 5.6](#)

[Exhibit A](#)

- 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.

[Item 5.7](#)

[Exhibit A](#)

- 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.

[Item 5.8](#)

[Exhibits A-B](#)

- 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.

[Item 5.9](#)

[Exhibits A-C](#)

- 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.

[Item 5.10](#)

[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.

Item 5.11

Exhibit A

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

- 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.

Item 5.12

Exhibit A

- 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.

Item 5.13

Exhibits A-B

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

- 5.14 SOCCCD: Transfer of Budget Appropriations
Ratify the transfer of budget appropriations as detailed.

Item 5.14

Exhibit A

- 5.15 SOCCCD: June - August 2017 Change Orders/Amendments
Ratify the change orders and amendments as listed.

Item 5.15

[Exhibits A-C](#)

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

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

[Item 5.16](#)

[Exhibits A-C](#)

- 5.17 SOCCCD: July 2017 Contracts
Ratify contracts as listed.

[Item 5.17](#)

[Exhibits A-B](#)

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.](#)

[Item 6.1](#)

[Exhibits A-B](#)

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

- [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.](#)

[Item 6.2](#)

Board President Jemal recessed the regular meeting of the Board to 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. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

- 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.

Item 6.3

Exhibits A-B

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

- 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.

Item 6.4

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 Whitt absent.

- 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.

Item 6.5

Exhibits A-B

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

- 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.

Item 6.6

Exhibit A

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

- 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.

Item 6.7

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

- 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.

Item 6.8

Exhibit A

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

- 6.9 SOCCCD: Board Member Compensation
Approve adjustment of monthly compensation for board members by five percent pursuant to board policy and education code.

Item 6.9

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

- [6.10](#) [SOCCCD: Academic Personnel Actions – Regular Items](#)
[Ratify New Personnel Appointments, Additional Compensation: General](#)
[Fund, Additional Compensation: Categorical/Non-General Fund, Leaves.](#)

[Item 6.10](#)

[Exhibit A](#)

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

- [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.](#)

[Item 6.11](#)

[Exhibit A](#)

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

- [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.](#)

[Item 6.12](#)

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

- [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.](#)

[Item 6.13](#)

[Exhibit A](#)

Board President Jemal recessed the regular meeting of the Board to a Public Hearing in order to provide an opportunity for the public to comment on the joint initial proposal between the District and the Faculty Association. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

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.](#)

[Item 7.1](#)

[Exhibit A](#)

- [7.2 SOCCCD: Staff Response to Public Comments from Previous Board Meeting](#)
[None](#)

[Item 7.2](#)

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

[Item 7.3](#)

[Exhibit A](#)

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

[Item 7.4](#)

[Exhibit A](#)

- [7.5 SOCCCD: Monthly Financial Status Report](#)
[The reports display the adopted budget, revised budget and transactions through June 30, 2017.](#)

[Item 7.5](#)

Exhibit A

- 7.6 SOCCCD: Quarterly Financial Status Report
Report as of June 30, 2017 for FY 2016-2017.

Item 7.6

Exhibit A

- 7.7 SOCCCD: Pension Stabilization Trust Fund
Report is for the period ending June 30, 2017.

Item 7.7

Exhibit A

- 7.8 SOCCCD: Retiree (OPEB) Trust Fund
Report is for the period ending June 30, 2017.

Item 7.8

Exhibit A

- 7.9 SOCCCD: Quarterly Investment Report
Report for the quarter ending June 30, 2017.

Item 7.9

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

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services

- G. Irvine Valley College Classified Senate
- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 8:35 p.m.

A handwritten signature in blue ink that reads "Debra L. Fitzsimons". The signature is written in a cursive style and is positioned above a horizontal line.

Debra L. Fitzsimons
Secretary, Board of Trustees

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

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING
August 31, 2017**

PRESENT

Members of the Board of Trustees:

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

Also present for the duration of the meeting were:
Debra L. Fitzsimons, Interim Chancellor
Warren Kinsler, Legal Counsel, AALR&R via teleconference

CALL TO ORDER: 2:35 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 below. **Speakers are limited to up to two minutes each.***

There were no public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Employment (Government Code Section 54957(b))
 - 1. Saddleback College President

RECONVENE AND REPORT FROM CLOSED SESSION

On a 7 to 0 vote, the board unanimously approved the appointment of Dr. Gregory Anderson as Saddleback College President, and the board further authorized the Chancellor and the Board President to negotiate and execute the contract with Dr. Anderson, subject to a ratification vote by the entire Board at the September 25, 2017 meeting.

ADJOURNMENT

The meeting was adjourned at 3:12 p.m.



Debra L. Fitzsimons,
Secretary, Board of Trustees

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

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING
September 11, 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

Also present for the duration of the meeting were:

Debra L. Fitzsimons, Interim Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Jim Buysse, Acting Vice Chancellor, Business Services
C.M. Brahmbhatt, Consultant
Diane Clerou, Acting Vice Chancellor, Human Resources
Tere Fluegeman, District Director, Public and Government Affairs
Carol Hilton, Vice President, Administrative Services, Saddleback College
Davit Khachatryan, Vice President, Administrative Services, Irvine Valley College
Kim McCord, Executive Director, Fiscal Services/Comptroller
Glenn Roquemore, President, Irvine Valley College
Denise Whittaker, Acting President, Saddleback College

CALL TO ORDER: 4:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Invocation

Trustee Prendergast led the invocation.

1.3 Pledge of Allegiance

Trustee Whitt led the pledge of allegiance.

1.4 Public Comments

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

There were no public comments.

2.0 DISCUSSION ITEM

- 2.1 SOCCCD: Adopted Budget for Fiscal Year 2017-2018 will be presented with additional highlights.

An overview of the FY 2017-2018 adopted budget was presented by Debra Fitzsimons, Jim Buysse, Kim McCord, Davit Khachatryan, Carol Hilton, Denise Whittaker and Glenn Roquemore.

3.0 ACTION ITEM

- 3.1 SOCCCD: Approve the FY 2017-2018 Adopted Budget as presented.

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

Trustees Jay and Prendergast were excused from the meeting at 6:30 p.m.

ADJOURNMENT

The meeting was adjourned at 6:46 p.m.



Debra L. Fitzsimons,
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

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

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes revisions to the curriculum of the College for the 2017-18 and 2018-19 academic years. Exhibit A includes revised programs for academic year 2017-18. Exhibit B includes revised and deleted courses for academic year 2018-19. 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 and 2018-19 academic years at Saddleback College as listed in Exhibits A and B.

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

**Current
Infant Toddler Teacher
Certificate Program**

This certificate meets the coursework requirements of the Teacher level Child Development Permit and prepares students to be competent and effective teachers and caregivers in infant and toddler classrooms.

A minimum grade of "C" in each course is required to receive the certificate.

Core Requirement

Course ID	Title	Units
ED-101*	Principles and Practices of Teaching Young Children	3
ED-105*	Child, Family, and Community	3
ED-107*	Child Growth and Development	3
ED-110*	Introduction to Early Childhood Curriculum	3
ED-111*	Child Guidance and Communication	3
ED-112*	Health, Safety, and Nutrition	3
ED-117*	Teaching in a Diverse Society	3
ED-120*	Observation and Assessment	3

Infant and Toddler Courses

ED-123*	Infant and Toddler Development	3
ED-133*	Infant and Toddler Curriculum and Group Care	3

Supervised Field Experience Courses

ED-121*	Practicum: The Student Teaching Experience	5
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Lab placement must be in a setting that serves children ages 0-2

General Education:

A course in each of the following 4 areas must be included. See Associate Degree, CSU or IGETC General Education lists found in class schedule or student handbook for acceptable courses:

English/Language Arts	
Science or Math	
Social Sciences	
Humanities/Fine Arts	16
Total	51

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

**Revised
Infant Toddler Teacher
Certificate Program**

This certificate meets the education requirements of the Teacher level Child Development Permit **issued by the California Commission on Teacher Credentialing (CCTC). Developmental and learning theory as well as appropriate strategies related to the unique care and education needs of children ages 0-36 months will be studied and applied. Family collaboration and relationship based practice will be emphasized. This certificate** prepares students to be competent and effective teachers and caregivers of infants and toddlers. **Additional work with children (175 days of 3+ hours per day within 4 years) is required to obtain the Teacher Permit.**

A minimum grade of "C" in each course is required to receive the certificate and/or qualify for the Child Development Permit.

Students who complete this program will be able to:

- Describe developmental milestones for children in the areas of physical, psychosocial, cognitive, and language development.
- Identify environmental, cultural, familial, economic, political, and historical contexts that influence all children's development.
- Demonstrate a range of skills and knowledge related to the unique needs of children ages 0-36 months.
- Apply developmental theory, knowledge of child development, developmentally, culturally, and linguistically appropriate practice (DCLAP), and research based teaching strategies to develop curriculum for the unique educational needs of young children individually and in group care settings.
- Demonstrate developmentally appropriate observation, assessment, and documentation skills that can be applied to interpretations of growth and development, planning, and identification of individual needs.

Course ID	Title	Units
CDE 101*	Principles and Practices for Teaching Young Children	3
CDE 15*	Child, Family, and Community	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H	Honors Child Growth and Development	3
CDE 110*	Introduction to Curriculum	3
CDE 111*	Child Guidance and Communication	3
CDE 112*	Health, Safety, and Nutrition	3
CDE 117*	Teacher Children in a Diverse Society	3
CDE 120*	Observation and Assessment	3
CDE 123*	Infant and Toddler Development	3
CDE 133*	Infant and Toddler Curriculum and Group Care	3
CDE 121*	Practicum: The Student Teaching Experience	3

**At least one course in each of the 4 identified general education areas
16 units**

1. English or Language Arts
2. Science or Math
3. Social Sciences
4. Humanities or Fine Arts 16

Total 51

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

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2017-18**

Current

Kinesiology Associate in Arts Degree Program

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

Program Student Learning Outcomes

Students who complete this program will be able to:

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

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

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

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BIO 11, 20; KNES 107; PSYC 4; SP 1 or 5.

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2017-18**

Revised

Kinesiology Associate in Arts Degree Program

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

Program Student Learning Outcomes

Students who complete this program will be able to:

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

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

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2017-18**

Training and Theory (3 units):

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

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

Aquatics

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

Combative

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

Fitness

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

Individual Sports

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

Team Sports

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

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

Aquatics

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

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2017-18**

Combative

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

Dance

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

Fitness

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

Individual Sports

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

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2017-18**

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

Team Sports

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

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

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

Associate Degree

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

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Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	ARCH 10	48010.00	INTRO TO ARCHITECTURE	SLOs, txt
ATAS	ARCH 12	48020.00	HIST.OF ARCH.	SLOs
ATAS	ARCH 34	48100.00	BASIC ARCH DESIGN I	sr
ATAS	ARCH 42	48120.00	DESCRIPT DRWG & PERSP	SLOs
ATAS	ARCH 44	48130.00	ARCH PRES & RENDERING	SLOs
ATAS	ARCH 110	482002.00	STATCS MATERIALS ARCH	SLOs
ATAS	ARCH 231	482001.00	LEED/SUSTAIN ARCH	SLOs
ATAS	ARCH 260	992647.00	ARCH IN NO. CA	SLOs, txt
ATAS	ARCH 261	992625.00	ARCH IN ORANGE/S.D.	SLOs, txt
ATAS	ARCH 262	992626.00	LA ARCH	SLOs, txt
ATAS	ARCH 270	482003.00	FLD STDY EU ARCH HIST	SLOs

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ATAS	ARCH 271	482004.00	FLD STDY EU ARCH DRAW	SLOs, txt
ATAS	ARCH 272	482005.00	FLD STDY EU DESGN STU	SLOs
ATAS	AUTO 200	433654.00	ENHANC'D CLEAN AIR CRS	cat desc, sch desc, tps, moe
ATAS	AUTO 207	433426.00	AUTO ENG FUNDAMENTALS	cat desc, sch desc, tps, moe
ATAS	AUTO 240	992519.00	AUTOMOTIVE LAB	assign, txt
ATAS	CWE 180	433360.00	CO-OP-ED-AUTO	assign, retaining rpt 3 times
ATAS	CMT 235	432772.00	A+ EXAM PREPARATION	tps, lrng obj, SLOs, moe, txt
ATAS	ENV 140	326241.00	WATER QUALITY MONITOR	SLOs, txt
ATAS	ET 114	266070.00	DIGITAL ELEC CIRCUITS	cat desc, lrng obj, SLOs, moe, assign, txt
ATAS	ET 133	431637.00	DC/AC FUNDAMENTALS	cat desc, SLOs, moe, assign
ATAS	ET 135	431638.00	SEMICONDUCTOR DEVICES	SLOs, moe, assign, txt
ATAS	ET 200	433737.00	DIG SIG PROCS/MICROCO	SLOs, assign
ATAS	ET 201	433938.00	ROBOTICS FUNDAMENTALS	SLOs, txt
ATAS	ET 202	992271.00	INTERMEDIATE ROBOTICS	SLOs, txt
ATAS	FASH 101	429545.00	INTRO TO FASH CAREERS	cat desc, moe, assign
ATAS	FASH 110	162020.05	CLOTHING CONSTRUCTION	SLOs, assign
ATAS	FASH 131	198263.00	TUKATECH: CAD PATTERN	assign, txt
ATAS	FASH 140	162270.00	FASHION IMAGE	moe, assign
ATAS	FASH 141	429273.00	APPAREL SELECTION	sch desc, moe, assign
ATAS	FASH 207	992373.00	ECO-FASHION TOUR	lrng obj, moe, assign, txt
ATAS	FCS 115	206020.00	CONSUMER ISSUES	lrng obj, SLOs, moe, assign, txt
ATAS	FCS 142	206040.00	LIFE MANAGEMENT	sch desc, SLOs, moe, assign
ATAS	FN 110	338010.00	FOOD PREP. ESSENTIALS	sch desc, lrng obj, SLOs, assign, txt, val
ATAS	FN 152	450039.00	SP EVENT CATER MGMT	cat desc, sch desc, lrng obj, SLOs, moe, assign
ATAS	FN 161	338070.00	NUTR FOR HEALTH OCCUP	SLOs, moe, assign, val
ATAS	FN 164	430351.00	SPORTS NUTRITION	SLOs, moe, assign
ATAS	FN 169	338090.00	LIFECYCLE NUTRITION	tps, lrng obj, SLOs, moe, assign, txt, val
ATAS	FN 171	338120.00	SANITATION AND SAFETY	tps
ATAS	FN 275	431646.00	FOOD/BEVERAGE OPS	assign
ATAS	CWE 180	433361.00	CO-OP-ED-GRAPHICS	tps, SLOs, assign, txt, retaining rpt 1 time
ATAS	HORT 130	428773.00	HARDSCAPE FUNDAMENTAL	tps, SLOS, assign
ATAS	HORT 138	992679.00	SUSTAINABLE LANDSCAPE	SLOs, assign
ATAS	HORT 139	992788.00	CONTEMPORARY TRENDS	lrng obj, SLOS, assign, txt
ATAS	HORT 142	992780.00	DESIGN TECHNOLOGY	lrng obj, SLOs, assign, txt
ATAS	HORT 143	992781.00	CAD MANAGEMENT	dc
ATAS	HORT 145A	992789.00	DESIGN WITH NATIVES	txt
ATAS	HORT 146	992783.00	PORTFOLIO DEVELOPMENT	SLOs, moe, assign
ATAS	CWE 180	433356.00	CO-OP-ED-HORT & LAND	sr, retaining rpt 1 time
ATAS	MST 201	512280.00	MARLINSPIKE SEAMNSHIP	tps, moe, assign, txt
ATAS	MST 202	512290.00	MARINE WEATHER	assign
ATAS	MST 219	433425.00	MARINE ECOL SURV/GIS	dc
BS	ACCT 207A	542165.00	ADV. ACCT I	sr

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BS	ACCT 207B	542166.00	ADV. ACCT II	sr
BS	ACCT 216	615000.00	INDIVIDUAL INCOME TAX	tps, moe, txt
BS	ACCT 276	542168.00	FRAUD EXAMINATION	sr
BS	BUS 103	500040.05	BUSINESS ENGLISH	cat desc, sch desc, SLOs, moe
BS	BUS 125	500130.00	HUMAN RELATNS IN BUSN	tps, SLOs, moe, assign
BS	BUS 135	500160.05	MARKETING	lrng obj, txt
BS	BUS 160	500300.07	ENTREPRENEURSHIP	assign
BS	BUS 196	405128.00	WORKPLACE SKILLS	SLOs, assign
BS	BUS 223	450163.00	HR & EMPLOYMENT LAW	SLOs, moe
				cat desc, sch desc, tps, lrng obj, SLOs, moe, assign
BS	BUS 237	450205.00	FINANCE ENTREP BUS	assign
BS	BUS 260	431663.00	EXPORTING & IMPORTING	tps, lrng obj, txt
				cat desc, sch desc, tps, lrng obj, SLOs, moe, txt
BS	CIMW 140	430446.00	WEB DESIGN CSS & RWD	txt
BS	CIMW 145	432603.00	WEB PHP & WORDPRESS	cat desc, tps, lrng obj, SLOs, moe
				cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
BS	CIMW 160	432013.05	JAVASCRIPT & JQUERY	assign, txt
FAMT	CTVR 1	464010.10	MASS MEDIA & SOCIETY	txt
FAMT	CTVR 31	180220.05	FILM PRODUCTION I	tps, SLOs, txt
FAMT	CTVR 32	180220.10	FILM PRODUCTION II	tps, SLOs, txt
FAMT	CTVR 42	180280.00	TV & FILM DIRECTING	tps, SLOs
FAMT	CTVR 101	432311.00	VIDEO PRODUCTION	SLOs, moe
FAMT	CTVR 124	180130.00	TV PRODUCTION I	SLOs, txt
FAMT	CTVR 125	180140.00	TV PRODUCTION II	tps, SLOs, assign
FAMT	CTVR 129	433767.00	DOCUMENTARY PROD	tps, lrng obj, SLOs, assign, val
FAMT	CTVR 191	180275.00	VOICE-OVER/ANNOUNCING	tps, SLOs, assign
FAMT	CTVR 233	450042.00	FILM PRODUCTION III	tps
FAMT	CTVR 262	433712.00	PRODUCTION MANAGEMENT	SLOs, assign
FAMT	CTVR 264	433714.00	CINEMATOGRAPHY	tps, SLOs, assign
FAMT	CTVR 266	433973.00	SCRIPT SUPERVISING	dc
FAMT	CTVR 280	429268.00	CTVR EMPLOYMENT SKILL	tps, SLOs, assign
FAMT	CTVR 290	450139.00	ACT FOR THE CAMERA I	tps, SLOs, moe, assign, txt
FAMT	CTVR 291	992464.00	ACTING FOR CAMERA II	tps, SLOs, assign, txt
				cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	MUS 86	992774.00	HARPSICHORD I (INTRO)	assign, txt
				cat desc, sch desc, tps, lrng obj, moe, assign, txt
FAMT	MUS 87	992790.00	HARPSICHORD II	txt
				cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	MUS 88	992792.00	HARPSICHORD III	assign, txt
				cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	MUS 89	992793.00	HARPSICHORD IV	assign, txt
				cat desc, sch desc, tps, lrng obj, moe, assign, txt
FAMT	MUS 96	992801.00	INTRO ORGAN TECH	txt

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FAMT	MUS 97	992765.00	ORGAN TECH.LATE BEGIN	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	MUS 98	992770.00	ORGAN TECH/INTERMED A	cat desc, sch desc, tps, lrng obj, moe, assign, txt
FAMT	MUS 99	992771.00	ORGAN TECH/INTERMED B	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	MUS 117	542130.00	POPULAR SONGWRITING	txt
HS	EMT 207	992601.00	EMT PROCEDURES	SLOs
HS	EMT 219	434037.00	PARAMEDIC PREP COURSE	SLOs, txt
HS	HSC 291	955490.00	MGMT AGGRESSIVE BEHAV	cat desc, sch desc, lrng obj, SLOs, assign, txt
HS	MA 206	992482.00	INTRODUCTION TO MEDICAL ASSISTING	tps, SLOs, assign, txt
HS	MA 211A	530010.00	MEDICAL RECEPTION TECHNIQUES	dc
HS	MA 211B	530015.00	PHYSICAL-EXAMINATION PROCEDURES	cat desc, sch desc, SLOs, moe, assign, txt
HS	MA 212A	185000.10	MED FINANCIAL PROC	dc
HS	MA 213A	485100.00	MEDICAL RECORDS MANAGEMENT	dc
HS	MA 217B	429440.00	MA CLIN EXP-BACK OFFI	moe, assign, txt
HS	MA 226A	992484.00	FUNDAMENTALS OF CPT AMBULATORY CODING FOR MEDICAL ASSISTANTS	dc
HS	MA 228A	992445.00	FUNDAMENTALS OF ICD CODING	dc
HS	MA 260	386600.20	COMP APPS EHR HLTHCRE	dc
HS	N 202	433723.00	SUCCESS STRATEGIES IN NURSING	tps, lrng obj, SLOs, moe, assign, txt
HS	N 212	405012.00	LABORATORY VALUES, INTERPRETATION AND APPLICATION	SLOs
HS	N 263	386700.00	SKILLS LAB--BASIC	cat desc, sch desc, moe, assign, txt
HS	PM 220	708000.00	PARAMEDIC THEORY	moe, txt
HS	PM 230	708010.00	PARAMEDIC CLINICAL EXPERIENCE	txt
HS	PM 240	708020.00	PARAMEDIC FIELD INTERNSHIP	SLOs, txt
KNES	DANC 38	992757.00	INTERMED. MAT PILATES	txt
KNES	DANC 38	992757.15	INTERMED. MAT PILATES	txt
KNES	DANC 65	432277.00	INTRO. TO MAT PILATES	tps, assign, txt
KNES	DANC 65	432277.15	INTRO. TO MAT PILATES	tps, assign, txt
KNES	DANC 69	992588.00	INT. SOCIAL DANCE	tps, assign, txt
KNES	DANC 70	992587.00	INTERMED LATIN DANCE	tps, assign, txt
KNES	DANC 74	992690.00	MULTI DANC HIST IN US	tps, assign, txt
KNES	HLTH 2	380030.00	FIRST AID, CPR & AED	moe, txt

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KNES	HLTH 3	380040.00	WOMEN'S HEALTH ISSUES	cat desc, sch desc, tps, lrng obj, moe, assign, txt
KNES	KNEA 1	692010.20	ADAPTED STR. TRAINING	dv (0.5 unit)
KNES	KNEA 2	692040.10	ADAPT.WATER EX./SWIM	dv (1.5 units)
KNES	KNEA 2	692040.15	ADAPT.WATER EX./SWIM	dv (1 unit)
KNES	KNEA 2	692040.20	ADAPT.WATER EX./SWIM	dv (0.5 unit)
KNES	KNEA 3	992140.20	ADAP. CV. COND.	dv (0.5 unit)
KNES	KNEA 4	450111.20	ADAP STR & CORE TR	dv (0.5 unit)
KNES	KNEA 151	686010.00	INTRO/THERAPY & REHAB	txt, pcs fr program applicable to not <u>program applicable</u>
KNES	KNEA 300	692120.00	ADAPTED STR. TRAINING	moe, txt
KNES	KNEA 310	692130.00	ADAPT WATER EX & SWIM	moe, txt
KNES	KNES 4	674110.05	BEG. WEIGHT LIFTING	txt
KNES	KNES 4	674110.10	BEG. WEIGHT LIFTING	txt
KNES	KNES 5	674110.15	INT. WEIGHT LIFTING	txt
KNES	KNES 10	992711.00	CROSS TRAINING	txt
KNES	KNES 10	992711.05	CROSS TRAINING	txt
KNES	KNES 29	674610.05	INTRO. TAI CHI CH'UAN	txt
KNES	KNES 37	992710.00	INTERMEDIATE TAI CHI	moe, txt
KNES	KNES 39	992694.00	INTERMEDIATE YOGA	txt
KNES	KNES 39	992694.05	INTERMEDIATE YOGA	txt
KNES	KNES 40	432539.00	ADVANCED YOGA	txt
KNES	KNES 40	432539.05	ADVANCED YOGA	txt
KNES	KNES 51	680010.00	INTRO. TO KINESIOLOGY	lrng obj, SLOs, moe, assign, txt
LA	ARAB 1	42010.00	ELEMENTARY ARABIC	lrng obj, moe, assign, txt, val
LA	ARAB 2	42040.00	ELEMENTARY ARABIC	moe, assign, txt, val
LA	ARAB 3	433411.00	INTERMEDIATE ARABIC	tps, lrng obj, moe, assign, txt, val
LA	ARAB 4	433412.00	INTERMEDIATE ARABIC	tps, lrng obj, moe, assign, txt, val
LA	CHI 1	156010.00	ELEMENTARY CHINESE	tps, lrng obj, moe, assign, txt, val
LA	CHI 2	156040.00	ELEMENTARY CHINESE	tps, lrng obj, moe, assign, txt, val
LA	CHI 3	433730.00	INTERMEDIATE CHINESE	tps, lrng obj, SLOs, moe, assign, txt, val
LA	CHI 4	433731.00	INTERMEDIATE CHINESE	tps, lrng obj, moe, assign, txt, val
LA	ENG 107	290128.00	WRT FCTN & NONFCTN BK	moe, assign, txt, val
LA	ENG 332	320212.00	READING AND VOCABULARY SKILL	SLOs, txt
LA	ESL 347	302360.05	ADV GRAMMAR REVIEW	assign, txt, val
LA	ESL 347	429684.00	ADV GRAMMAR REVIEW	assign, txt, val
LA	FR 1	344010.00	ELEMENTARY FRENCH	tps, lrng obj, moe, assign, val
LA	FR 2	344060.00	ELEMENTARY FRENCH	tps, lrng obj, moe, assign, val
LA	GER 1	362010.00	ELEMENTARY GERMAN	lrng obj, moe, assign, txt, val
LA	GER 2	362060.00	ELEMENTARY GERMAN	tps, lrng obj, moe, assign, txt, val
LA	GER 3	362080.00	INTERMEDIATE GERMAN	tps, lrng obj, moe, assign, txt, val
LA	GER 4	362100.00	INTERMEDIATE GERMAN	sch desc, tps, lrng obj, moe, assign, val
LA	HEBR 1	398010.00	ELEMENTARY HEBREW	tps, lrgn obj, moe, assign, txt, val
LA	HEBR 2	398060.00	ELEMENTARY HEBREW	tps, lrng obj, SLOs, moe, assign, txt, val

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LA	HEBR 3	434004.00	INTERMEDIATE HEBREW	tps, lrng obj, moe, assign, txt, val
LA	HUM 22	428090.00	GODS, CLOCKS, AND VISIONS	tps, SLOs, txt
LA	ITA 1	452010.00	ELEMENTARY ITALIAN	tps, lrgn obj, SLOs, moe, assign, txt
LA	ITA 2	452060.00	ELEMENTARY ITALIAN	tps, lrng obj, moe, assign, txt, val
LA	ITA 3	452080.00	INTERMEDIATE ITALIAN	tps, lrng obj, moe, assign, txt, val
LA	ITA 4	452100.00	INTERMEDIATE ITALIAN	tps, lrng obj, moe, assign, txt, val
LA	JA 1	458010.00	ELEMENTARY JAPANESE	tps, lrgn obj, moe, assign, txt
LA	JA 2	458040.00	ELEMENTARY JAPANESE	tps, lrgn obj, moe, assign, txt, val
LA	JA 3	428381.00	INTERMEDIATE JAPANESE	tps, lrng obj, moe, assign, txt, val
LA	JA 4	428382.00	INTERMEDIATE JAPANESE	tps, lrng obj, moe, assign, txt, val
LA	KOR 1	434008.00	ELEMENTARY KOREAN	tps, lrng obj, moe, assign, val
LA	KOR 2	434010.00	ELEMENTARY KOREAN	cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
LA	KOR 3	992476.00	INTERMEDIATE KOREAN	sch desc, tps, lrng obj, moe, assign, val
LA	KOR 4	992477.00	INTERMEDIATE KOREAN	tps, lrng obj, moe, assign, val
LA	JRN 1	464010.00	MASS MEDIA & SOCIETY	txt
LA	JRN 105	464080.00	FEATURE WRITING	sr
LA	JRN 106	992742.00	VIDEO JOURNALISM	lrng obj, SLOs, txt
LA	JRN 108	992744.00	INTRO TO PODCASTING AND AUDIO STORYTELLING	lrng obj, SLOs, txt, val
LA	JRN 109	405043.00	NEWS PROD/DATA REPORT	cat desc, sch desc, lrng obj, txt, val
LA	JRN 113	405044.00	MAGAZINE PRODUCTION FOR DIGITAL PLATFORMS	dc
LA	PHIL 10	662100.05	WORLD RELIGIONS	assign, txt, val
LA	PORT 1	992616.00	ELEMENTARY PORTUGUESE	lrng obj, moe, assign, txt, val
LA	PORT 2	992617.00	ELEMENTARY PORTUGUESE	tps, lrng obj, moe, assign, txt, val
LA	PORT 3	100015.00	INTERMEDIATE PORTUGUESE	tps, lrng obj, SLOs, moe, assign, txt, val
LA	PORT 4	405049.00	INTERMEDIATE PORTUGUESE	tps, lrng obj, moe, assign, txt, val
LA	PRSN 1	432579.00	ELEMENTARY PERSIAN	tps, lrng obj, moe, assign, txt, val
LA	PRSN 2	432587.00	ELEMENTARY PERSIAN	tps, lrng obj, moe, assign, txt, assign, val
LA	PRSN 3	433061.00	INTERMEDIATE PERSIAN	lrng obj, SLOs, moe, assign, txt, val
LA	PRSN 4	433062.00	INTERMEDIATE PERSIAN	lrng obj, SLOs, moe, assign, txt, val
LA	SPAN 4	788100.00	INTERMEDIATE SPANISH	assign, txt, val
MSE	BIO 45	432301.00	BIOL OF HUMAN DISEASE	SLOs, txt, val
MSE	CHEM 3	150110.00	FUNDAMENTAL CHEMISTRY	txt
MSE	GEOL 3	356030.00	GEOLOGY OF CALIFORNIA	tps, assign, txt
MSE	MATH 3C	518050.00	ANALYTIC GEOMETRY AND CALCULUS	tps, SLOs, moe, txt, val
MSE	MS 20	512070.00	INTRO TO OCEANOGRAPHY	tps, SLOs, assign, txt
OELR	LIB 2	473011.10	ADVANCED INFORMATION COMPETENCY SKILLS, ONLINE SEARCHING	dc
SS	CDE 101	433414.00	PRIN PRAC YNG CHLD	cat desc, tps, lrng obj
SS	CDE 124	542155.00	PRESCHOOL CHLD DEV	tps, SLOs
SS	CDE 250	542154.00	CA FOUN-FRAME SOC-EMO	lrng obj

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SS	CDE 251	542152.00	CA FOUN-FRAM LANG-LIT	sr
SS	CDE 252	542159.00	CA FOUN/FRAM-ENGLANG	txt
SS	CDE 253	542151.00	CA FOUN/FRAM - MATH	sr
SS	CDE 254	542163.00	FOUN-FRAMEWRKS-VISART	sr
SS	CDE 255	542150.00	CA FOUN-FRAM PERF ART	sr
SS	CDE 256	542148.00	CA FOUN-FRAM PHYSDEV	sr
SS	CDE 257	542147.00	CA FOUN/FRAM: HEALTH	sr
SS	CDE 258	542149.00	CA FOUN-FRAM HIST-SOC	sr
SS	CDE 259	542153.00	CA FOUN-FRAM SCIENCE	sr
SS	CDE 260	542158.00	PRIN TEACH TK	dc
SS	CDE 262	542157.00	TK ERLY PRIM ASSMT	dc
SS	CDE 264	542160.00	CLN PRC-ST TEACH TK	dc
SS	ECON 2	248020.00	PRINCIPLES MACRO	SLOs, txt
SS	ECON 2H	405101.00	HONORS PRINC MACRO	SLOs, txt
SS	ECON 4	248010.00	PRINCIPLES MICRO	tps, SLOs, txt
SS	ECON 4H	405102.00	HONORS PRINC MICRO	SLOs, txt
SS	HIST 27	430498.00	PRE-EURO LATIN AMER	txt
SS	HIST 28	430499.00	LATIN AMER - SINCE 1800	txt
SS	HIST 71	404360.00	HIST ASIA SINCE 1800	tps, lrng obj, assign, txt

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College: Community Education, Additional Fall 2017

ACTION: Approval

BACKGROUND

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

STATUS

A variety of educational and recreational events have been planned by Saddleback College Community Education department to serve the community during Fall 2017. Expenses for conducting these courses will be paid by income from participant fees. Exhibit A corrects the Honoria and fees approved at the June 26, 2017 board meeting and includes additional class offering, presenter and compensation.

RECOMMENDATION

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

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NON-CREDIT PROGRAM and FEE -BASED COURSE- Additional Fall 2017

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	2020 Technical Formatting and Networking	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Electricity and Electronics Fundamentals	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Entry Level Welding	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Intermediate Welding	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Associate Certified Electronics Technician (CETa)	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Wireless Communications Specialist	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Fiber Optics Installer	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Gunsmithing Techniques and Armories	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	FCC General Radiotelephone Operator's License (GROL) Elements 1 and 3	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	HVAC - Heating Ventilation Air Conditioning	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	UAVs (Unmanned Aerial Vehicles) Safety & Certification Training	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	2020 Networking Security	9/1-12/31	Ameri-Skills (I)	\$1,200 pp	PP
	Great Clay Adventure	7/1 - 12/31	Sahar Tehrani (E)	\$30/hr +	\$79
CFK	Entrepreneur School: Junior	11/1 - 12/31	Entrepreneur School (I)	60% Net	\$120
	STEM Lab: Air Propulsion	11/1 - 12/31	BrainBuilders (I)	60% Net	\$120
	STEM Lab: Forensics	11/1 - 12/31	BrainBuilders (I)	60% Net	\$120

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College: Revision of 2017-2018 Instructional Material/Laboratory Fees in Fine Arts & Math, Science, and Engineering.

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College revised Instructional Material Fees in Fine Arts & Math, Science, and Engineering courses for 2017 - 2018.

SADDLEBACK COLLEGE
2017-2018 Revised Laboratory Fees

Course	Cat. I.D.	Title	Fee	Fee	Purpose
			Current	Proposed	
FINE ARTS					
MUS 33	554025.00	Modern Masterworks: Chorale	0	30	Sheet Music
MATH SCIENCE AND ENGINEERING					
GEOL 173	356250.05	GFS: Death Valley	50	0	Removal of Fee

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Irvine Valley College: Curriculum Revisions for the 2017-2018 Academic Year

ACTION: Approval

BACKGROUND

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

STATUS

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2017-18 academic year 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 IVC.

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2017-2018

Current

Associate of Science in Geology for Transfer Degree

COURSES The transfer degree offered by the Department of Geological Sciences is designed specifically for geology majors intending to transfer to geology programs in the California State University system. The curriculum in the Department of Geological Sciences integrates studies in the biological sciences, environmental studies, marine science, and the physical sciences, including physics and chemistry.

MAJOR The course requirements for a transfer degree in geology are intended to provide a solid foundation in geology and the other prerequisite math and chemistry courses required at California State University geology programs. An introductory course in physical geology is the prerequisite for the second semester historical geology course required for this transfer degree. Additional academic counseling is readily available from the program faculty and/or a college counselor.

Program Student Learning Outcomes

Upon completion of the AS-T in Geology, students will be able to:

- Identify the major rock-forming minerals, and classify the three types of rocks.
- Locate and identify the major lithospheric plates and plate boundaries
- Evaluate earthquake and volcanic activity on global and local scales, and relate this activity to plate tectonic processes.
- Identify and discuss the major evolutionary changes that define the divisions of the geologic time scale.

Complete the following courses:

Course ID	Title	Units
GEOL 1	Physical Geology	4
GEOL 2	Historical Geology	4
CHEM 1A	General Chemistry I	5
CHEM 1B	General Chemistry II	5
MATH 3A	Analytic Geometry and Calculus I	5
MATH 3B	Analytic Geometry and Calculus II	5
Total Units Required		28

Revised

Associate of Science in Geology for Transfer Degree

Geology courses at Irvine Valley College provide academic instruction in basic geological concepts and theories, and provide a solid foundation for students' preparing for further academic study of the discipline. The course requirements for a major in geology are intended to provide a solid foundation for a variety of student needs. Students pursuing the major may meet transfer requirements for a baccalaureate institution by completing the Associate in Science in Geology for Transfer (AS-T in Geology).

Program Student Learning Outcomes

Upon completion of the AS-T in Geology, students will be able to:

- Identify the major rock-forming minerals, and classify the three types of rocks.
- Locate and identify the major lithospheric plates and plate boundaries
- Evaluate earthquake and volcanic activity on global and local scales, and relate this activity to plate tectonic processes.
- Identify and discuss the major evolutionary changes that define the divisions of the geologic time scale.

Complete the following courses:

Course ID	Title	Units
GEOL 1	Physical Geology	4
GEOL 2	Historical Geology	4
CHEM 1A	General Chemistry I	5
CHEM 1B	General Chemistry II	5
MATH 3A	Analytic Geometry and Calculus I	5
Or		
MATH 3AH	Analytic Geometry and Calculus I Honors	5
MATH 3B	Analytic Geometry and Calculus II	5
Or		
MATH 3BH	Analytic Geometry and Calculus II Honors	5
Total Units Required		28

**IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED COURSES**

**Exhibit A
Page 2 of 3**

Action Taken Code	Action Taken Description
assign	assignments
c/l w/	cross-listed with (and list the other course id)
cat desc	catalog description
coreq	corequisite
crs id	course prefix and/or number
dc	delete course
dv	delete version of course
gr opt	grading option
hrs	hours
lim	limitation
lrng obj	learning objectives
moe	methods of evaluation
nc	new course
nv	new version of existing course
oe/oe	open entry/open exit
pcs	program course status
prereq	prerequisite
reactv	course reactivation
rec prep	recommended prep
rpt	repeatability
SAM code	occupational code (A = apprenticeship, B = advanced occupational, C = clearly occupational, D = possibly occupational, E = non-occupational)
sch desc	schedule description
SLOs	student learning outcomes
sr	scheduled review is for courses that are scheduled for review and there are no revisions
ti	title
TOP code	numerical classification code used to assign programs and courses to disciplines
tps	topics
txt	text-required for all courses numbered 1-299
un	units
val	validation

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED COURSES

Exhibit A
Page 3 of 3

School	Course Id	Catalog Id	Course Title	Action Taken
BS	ACCT 112.1	145.00	Spreadsheets I	txt
BS	ACCT 112.2	150.00	Spreadsheets II	assign; sch desc; txt; val
BS	ACCT 205	13094.00	Payroll Accounting and Taxation	assign; lrng obj; moe; txt; val
BS	CIM 107	1860.00	Introduction to Personal Computer Applications	assign; txt
BS	CIM 112.1	145.40	Spreadsheets I	moe; txt
BS	CIM 112.2	150.45	Spreadsheets II	assign; moe; txt; val
BS	LGL 206B	13258.00	Civil Litigation II	assign; lrng obj; moe; txt; val
BS	MGT 12A	4320.00	The Legal Environment of Business	assign; lrng obj; moe; sch desc; tps; txt
BS	MGT 12AH	4320.10	The Legal Environment of Business Honors	assign; lrng obj; moe; sch desc; tps; txt
HP	KNES 3A	14152.00	Life Fitness Center I	cat desc; gr opt: Pass/No-Pass Letter grade or Pass/No-Pass ; oe/oe; sch desc
HP	KNES 3B	14152.10	Life Fitness Center II	cat desc; gr opt: Pass/No-Pass Letter grade or Pass/No-Pass ; oe/oe; sch desc
HP	KNES 3C	14152.15	Life Fitness Center III	cat desc; gr opt: Pass/No-Pass Letter grade or Pass/No-Pass ; oe/oe; sch desc
HP	KNES 99	13264.05	Introduction to Kinesiology	assign; lrng obj; moe; tps
LL	CHI 1	10313.00	Beginning Chinese I	assign; lrng obj; moe; tps; txt
LL	CHI 2	10314.00	Beginning Chinese II	lrng obj; moe; tps; txt; val
LL	JA 1B	4095.10	Continuation of Beginning Japanese I	dc
LT	BIO 21	10473.05	Human Anatomy and Physiology	cat desc; crs id: BIO 121-21 ; rec prep; sch desc; txt; val
SS	AJ 281	14647.00	Code Enforcement Officer Basics	ti: Code Enforcement Module 1 ; cat desc
SS	AJ 282	14648.00	Code Enforcer Officer Intermediate	ti: Code Enforcement Module 2 ; cat desc; prereq: AJ 281
SS	AJ 283	14564.00	Code Enforcement Officer Advanced Code	ti: Code Enforcement Module 3 ; cat desc; sch desc; prereq: AJ 282
SS	AJ 284	14655.00	Code Enforcement Officer Supervision	ti: Code Enforcement Module 4 ; cat desc; sch desc; prereq: AJ 283
SS	ANTH 1L	14693.00	Physical Anthropology Lab	prereq; val

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Irvine Valley College: Grant Renewal Acceptance, Deputy Sector Navigator Energy Efficiency & Utilities

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) has received a fifth renewal of its Deputy Sector Navigator (DSN) grant in Energy Efficiency, Construction, and Utilities from the California Community Colleges Chancellor's Office (CCCCO). The DSN will continue to lead the effort to identify gaps in workforce knowledge and education and training to connect community college curricula to industry workforce needs. The effort will move to fill the gaps for the incumbent workforce, facilitate revision of university and college curriculum to address the gaps, and facilitate development of a public school program to raise awareness of the role of sustainable energy utility and construction initiatives in the 21st century.

STATUS

The Grant Renewal Application Abstract, as presented in EXHIBIT A, is for \$200,000. The performance period is from July 1, 2017 through June 30, 2018.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees accept this renewal award of \$200,000 from the CCCCCO for the Deputy Sector Navigator Energy Efficiency and Utilities grant, RFA No. 17-160-004 from July 1, 2017 through June 30, 2018.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: IRVINE VALLEY COLLEGE**

- () GRANT APPLICATION ABSTRACT
() GRANT ACCEPTANCE ABSTRACT
(X) GRANT RENEWAL ACCEPTANCE ABSTRACT
() REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Deputy Sector Navigator Energy & Utilities Grant (Year 5)
2. **PROJECT DIRECTOR:** Terry Schmidt, Interim
3. **PROJECT ADMINISTRATOR:** Corine Doughty
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** Economic and Workforce Development
6. **STARTING AND ENDING DATES OF THE PROJECT:** 07/01/17 – 6/30/18

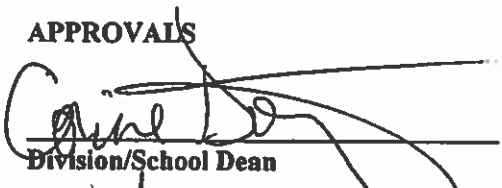

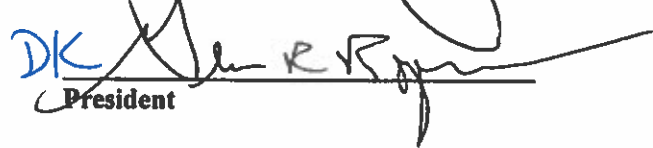
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

The Deputy Sector Navigator will continue to lead the county-wide effort to identify gaps in workforce knowledge, education, and training to connect community college curricula to industry workforce needs. The effort will move to fill the gaps for the incumbent workforce, facilitate revision of university and college curriculum to address the gaps, and facilitate development of a public school program to raise awareness of the role of electric utilities in the 21st century.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$192,308.00	\$204,065.00	\$7,692.00	\$404,065.00

9. **APPROVALS**

 _____ Division/School Dean	 _____ Vice President of Instruction/Students
 _____ President	_____ Vice Chancellor, Technology & Lrng Serv
 _____ Chancellor	

EXPENDITURES SUMMARY

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ <u>1,500.00</u>	\$ <u>41,647.00</u>	<u>EWD Dean/ STEM Faculty</u>
2000 Classified Salaries	\$ <u>32,500.00</u>	\$ <u>4,612.00</u>	<u>EWD/CTE Admin. Staff</u>
3000 Benefits	\$ <u>6,972.00</u>	\$ <u>17,806.00</u>	<u>Staff & Faculty</u>
4000 Supplies	\$ <u>6,200.00</u>	\$ <u>0.00</u>	
5000 Contracted Services and Other Expenses	\$ <u>145,136.00</u>	\$ <u>140,000.00</u>	<u>Siemens; Eaton Corp.;</u> <u>Lighting Controls Assoc.</u>
6000 Capital Outlay	\$ _____	\$ _____	
7000 Other Charges (e.g.: Indirect Costs)	\$ <u>7,692.00</u>	\$ _____	
TOTALS	\$ <u>200,000.00</u>	\$ <u>204,065.00</u>	

*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Project Director	[X]	[]	[]	[X]
2. Project Specialist	[]	[X]	[]	[X]
3.	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

Partnership Name/Location _____

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit •Financial

Partnership Name/Location _____

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit •Financial

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Parking Lot Phase IA and Solar Shade Project, Parking Lot Design Services, KPFF Consulting Engineering

ACTION: Approval

BACKGROUND

On June 23, 2014, the Board of Trustees approved \$3,010,000 for design and construction of the Parking Lot Phase 1. On June 22, 2015, the Board approved \$90,000 for projected cost escalation. On August 22, 2016, the Board approved \$3,655,000 for the addition of solar shade structures. On June 26, 2017 the Board approved \$733,000 to connect the new parking lot to the recently completed Laser Way for a total project budget of \$7,488,000.

The parking lot design will proceed in advance of the solar power installation to allow for on-going study to maximize return on solar power installation.

STATUS

On July 13 and July 20, 2017, SOCCCD ran a newspaper advertisement requesting qualifications and proposals for Irvine Valley College Parking Lot Phase IA for parking lot design services. Additional marketing efforts included placing a copy of the Requests for Qualifications and Proposals (RFP&Q) on the district's website. Six firms submitted proposals (EXHIBIT A) meeting the criteria outlined in the RFQ & P and three firms were invited to interview. Staff recommends approval of KPFF Consulting Engineering for the Parking Lot Design Services agreement (EXHIBIT B) in the amount of \$178,077.

Basic aid funds for these services are available within the approved project budget of \$7,488,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the KPFF Consulting Engineering agreement (EXHIBIT B) for the Irvine Valley College Parking Lot Phase IA and Solar Shade project, parking lot design services, in the amount of \$166,077.

**Request for Qualifications and Proposals No. 338
Parking Lot Phase 1A and Solar Shade Project
Parking Lot Design Services
Irvine Valley College**

September 25, 2017

<u>Company Name</u>	<u>City</u>	<u>Submitter's Name</u>
Huitt-Zollars, Inc.	Irvine, CA	Mark Haslinger
IDS Group, Inc.	Irvine, CA	Said Hilmy
*KPFF, Inc. dba KPFF Consulting Engineering	Irvine, CA	Ali Khamsi
PBK	Ontario, CA	Marco Eacrett
Psomas	Los Angeles, CA	Alysen Weiland
Tait & Associates, Inc.	Santa Ana, CA	Jacob Vandervis

***Recommended Firm**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ENGINEERING SERVICES AGREEMENT PARKING LOT PHASE 1A AND SOLAR SHADE PROJECT PARKING LOT DESIGN SERVICES IRVINE VALLEY COLLEGE KPFF, Inc. dba KPFF Consulting Engineering

September 26, 2017 through November 1, 2019

This AGREEMENT is made and entered into this 26th day of September in the year 2017 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and KPFF, Inc. dba KPFF Consulting Engineering, 18400 Van Karman Avenue, Suite 600, Irvine, CA 92612, 949-252-1022, hereinafter referred to as "ENGINEER". DISTRICT and ENGINEER are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, DISTRICT desires to obtain architectural services for Design Services for New Parking Lot at Irvine Valley College more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, ENGINEER 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 ENGINEER'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ENGINEER'S services shall consist of those services performed by the ENGINEER and ENGINEER'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** ENGINEER 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. ENGINEER'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. ENGINEER shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The ENGINEER has been selected to perform the work herein because of the skills and expertise of key individuals. ENGINEER assignment for this PROJECT is for: one project executive, one project manager and one project engineer. The ENGINEER shall designate Ali Khami, as Project Executive, and a management team of Ayumi Murai as Project Manager, Mike Michalek, as landscape architect Project Manager and Greg Pursley as

- electrical engineer, Project Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ENGINEER must furnish the name of all other key people in ENGINEER'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 ENGINEER will have ten 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 ENGINEER and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of ENGINEER to Other PROJECT Participants.** ENGINEER'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and a combination of some or all of the following: (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 ENGINEER is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The ENGINEER shall perform its duties in accordance with its contract(s) with the DISTRICT. ENGINEER shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **PROJECT Schedule.** The ENGINEER acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ENGINEER shall submit for the DISTRICT'S approval a schedule for the performance of the ENGINEER'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 ENGINEER.

ARTICLE 2 SCOPE OF ENGINEER'S SERVICES

- 2.1. **Services.** The ENGINEER'S services consist of those described in Article 2 and further delineated in Attachment A, and include : architectural, civil and electrical and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.
- 2.2. **Coordination of Others.** The ENGINEER 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 ENGINEER 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 ENGINEER shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.5. **Non Responsibility.** ENGINEER and ENGINEER'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. **SDs to DDs.** Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ENGINEER 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.
- b. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ENGINEER 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.

2.7. **Coordination for Government Authorities.** The ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ENGINEER'S personnel from the PROJECT.

- 2.9. **Subconsultants.** The ENGINEER has submitted a list of qualified engineers for the PROJECT. ENGINEER shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ENGINEER 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 ENGINEER under the terms of this AGREEMENT. ENGINEER is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.10. **Written Understanding.** The ENGINEER 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.
- 2.11. **Written Records.** The ENGINEER shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ENGINEER 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 ENGINEER 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.
- 2.12. **Schedule – Budget Analysis.** The ENGINEER 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.
- 2.13. **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 ENGINEER.
- 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 ENGINEER and ENGINEER'S consultants, or other costs which are the responsibility of the DISTRICT.
 - e. The ENGINEER'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ENGINEER'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 ENGINEER 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 ENGINEER, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- 2.14. **CAD.** The ENGINEER and their consultant shall employ AutoCAD or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. The ENGINEER will be responsible to manage the CAD documents from the PROJECT start to finish.
- a. The ENGINEER shall establish protocols for:
 - 1. Information sharing and saving
 - b. The ENGINEER shall:
 - 1. Facilitate collection of sub-consultants CAD files
 - 2. Maintain record copies of all CAD 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 ENGINEER shall be responsible to archive CAD files as a complete bid set and provide same to DISTRICT in pdf format.
 - d. The ENGINEER shall allow access to the CAD documents during both bid and construction and provide native format files and pdfs to the DISTRICT at the completion of the project.
- 2.15. **Sustainability.** The PROJECT shall be designed in accordance with the District sustainability requirements. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.

- 2.16. **Building Codes.** The ENGINEER 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.
- 2.17. **Coordination for Geological Report.** The ENGINEER shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.
- 2.18. **Bid Prep.** The ENGINEER 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 ENGINEER.
- 2.19. **Bid Marketing.** The ENGINEER, 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 ENGINEER, 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.** The ENGINEER 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.
- 2.22. **Construction Administration.** The ENGINEER shall provide administration of the construction contract. The ENGINEER'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 ENGINEER and the final close out acknowledgement by the Division of the State Architect.
- 2.23. **Evaluate Contractor Performance.** The ENGINEER shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.24. **Submittals.** The ENGINEER 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 ENGINEER'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ENGINEER'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 ENGINEER 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.
- 2.25. **Substitutions.** The ENGINEER 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.
- 2.26. **District Representative.** The ENGINEER 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 ENGINEER shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.27. **Site Visits.** The ENGINEER 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 on-site observations and inspections as an ENGINEER, the ENGINEER 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 ENGINEER 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 ENGINEER and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.28. **Site Access.** The ENGINEER shall have access to the work at all times.
- 2.29. **Certification of Payment.** The ENGINEER shall review and certify the amounts due the Contractor. The ENGINEER'S certification for payment shall constitute a representation to the DISTRICT, based on the ENGINEER'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.
- 2.30. **Reject Work.** The ENGINEER shall reject work which does not conform to the construction contract. The ENGINEER 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.
- 2.31. **Change Orders.** The ENGINEER 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 ENGINEER 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. ENGINEER 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 ENGINEER.
- 2.32. **Claim Evaluation.** The ENGINEER 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.
- 2.33. **Substantial Completion.** The ENGINEER shall inspect the PROJECT to determine the date 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.
- 2.34. **Record Drawings.** ENGINEER 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 ENGINEER.
- 2.35. **Punch List.** The ENGINEER'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. ENGINEER 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. ENGINEER shall coordinate with the Contractor and the Inspector of Record to obtain DSA PROJECT close out.

ARTICLE 3 ADDITIONAL ENGINEER'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, ENGINEER 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 ENGINEER performing any Additional Services. The ENGINEER 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.** ENGINEER shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ENGINEER'S control. ENGINEER 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 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 ENGINEER.
 - 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 ENGINEER is a Party thereto.
 - g. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
 - h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- 3.3. **Construction Administration Add Service**. If authorized in writing by DISTRICT, ENGINEER 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 ENGINEER, and the ENGINEER shall be compensated therefore as agreed by the DISTRICT and ENGINEER. Through the observations of such Project Representative(s), the ENGINEER 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 ENGINEER 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 ENGINEER'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ENGINEER.
- 4.2. **Term.** The construction time frame is anticipated for six months with a completion date of November 1, 2018. Services under this AGREEMENT shall be diligently performed by the ENGINEER through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of November 1, 2019. The ENGINEER'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 ENGINEER actions. The term may be extended due to construction delay other than those delays caused by ENGINEER'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 "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ENGINEER of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, ENGINEER 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 ENGINEER'S employees or ENGINEER'S subcontractor's employees arising out of ENGINEER'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 ENGINEER, the ENGINEER 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 ENGINEER or the DISTRICT, or any person, firm or corporation employed by the ENGINEER 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 ENGINEER, 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 ENGINEER, 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 ENGINEER, the ENGINEER 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 ENGINEER, or any person, firm, or corporation employed by the ENGINEER, 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 negligence, or willful misconduct of the DISTRICT. With regard to the ENGINEER'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 ENGINEER

- 5.2. **Purchase and Maintain Insurance.** ENGINEER 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 ENGINEER and DISTRICT from claims which may arise out of or result from ENGINEER'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.** ENGINEER 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 ENGINEER may be liable. ENGINEER 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 ENGINEER. The Employer's Liability Insurance required of ENGINEER hereunder may be obtained by ENGINEER as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by ENGINEER hereunder.
- b. **Comprehensive general and auto liability.** ENGINEER shall purchase and maintain Commercial General Liability and Property Insurance as will protect ENGINEER from the types of claims set forth below which may arise out of or result from ENGINEER'S services under this AGREEMENT and for which ENGINEER may be legally responsible:
(i) claims for damages because of bodily injury, sickness or disease or death of any person other than ENGINEER'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 ENGINEER, 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 ENGINEER'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 ENGINEER 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 ENGINEER 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. ENGINEER shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ENGINEER shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ENGINEER 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 ENGINEER, and in such event ENGINEER 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, ENGINEER shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ENGINEER 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 ENGINEER, and in such event ENGINEER 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 ENGINEER

- 6.1. **Contract Price for Services.** The Contract Price for the ENGINEER'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:
- | | | |
|----|-------------------------------|------------------|
| a. | Schematic Design Phase | \$ 16,158 |
| b. | Design Development Phase | \$ 40,394 |
| c. | Construction Document Phase | \$ 56,552 |
| d. | Bidding Phase | \$ 8,079 |
| e. | Construction Phase | \$ 36,315 |
| f. | Close Out Phase | \$ 8,079 |
| g. | Reimbursable Cost | \$ 2,500 |
| h. | District Controlled Allowance | \$ 10,000 |
| | TOTAL | \$178,077 |
- 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 ENGINEER, 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. **ENGINEER Monthly Billing Statements.** ENGINEER 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 ENGINEER. Services are to be invoiced in equal monthly amounts for Construction Phase and Close Out assuming anticipated construction duration.
- 6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ENGINEER under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ENGINEER and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** incurred by the ENGINEER and ENGINEER'S employees and ENGINEERS 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 ENGINEER for any costs or expenses paid or incurred by ENGINEER 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 ENGINEER and ENGINEER'S employees and ENGINEERS 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. ENGINEER'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 ENGINEER), 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 ENGINEER'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 ENGINEER, the ENGINEER'S employees and ENGINEERS in the interest of the PROJECT.
 - g. For additional services of ENGINEERS, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ENGINEER 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 ENGINEER shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ENGINEER'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 ENGINEER'S billing invoices, DISTRICT will make payment to ENGINEER 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 ENGINEER hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the ENGINEER or any Contractor.
- 6.8. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ENGINEER hereunder if ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER'S services is exceeded or extended through no fault of the ENGINEER, 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 ENGINEER'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ENGINEER 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. ENGINEER 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 ENGINEER 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 ENGINEER in the event such drawings, specifications and/or other documents are reused. ENGINEER 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 ENGINEER pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents**. The ENGINEER shall perform the work under this AGREEMENT using insert BIM or 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**. ENGINEER 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 ENGINEER 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. ENGINEER consents to use of ENGINEER'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 ENGINEER shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ENGINEER 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 ENGINEER; or (b) any act by ENGINEER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENGINEER is adjudged a bankrupt, ENGINEER makes a general assignment for the benefit of creditors or a receiver is appointed on account of ENGINEER'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 ENGINEER. 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 ENGINEER 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 ENGINEER 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 ENGINEER shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ENGINEER'S services.
- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ENGINEER shall be compensated for services satisfactorily performed prior to the abandonment and ENGINEER may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the ENGINEER in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ENGINEER.
- a. In the event the DISTRICT fails to make timely payment, the ENGINEER 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 ENGINEER 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 ENGINEER shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **ENGINEER Compensation.** The ENGINEER shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ENGINEER. The DISTRICT shall pay the ENGINEER 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 ENGINEER, ENGINEER shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ENGINEER is liable for all damages suffered by the DISTRICT due to ENGINEER'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, 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 ENGINEER, 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, ENGINEER agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ENGINEER agrees it will neither rescind

this AGREEMENT nor stop the progress of the work. The DISTRICT and ENGINEER 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 ENGINEER 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 ENGINEER. ENGINEER shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ENGINEER shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ENGINEER 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 ENGINEER, the DISTRICT Representative is:

Mark Schoeppner, Construction Manager

- 10.3. **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.
- 10.4. **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 ENGINEER, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The ENGINEER may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ENGINEER'S obligations under this AGREEMENT

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** ENGINEER agrees that ENGINEER 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. ENGINEER 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 ENGINEER, ENGINEER'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **Engineer 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 ENGINEER, 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, ENGINEER 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 ENGINEER'S work whether by DISTRICT or others, shall not relieve ENGINEER from responsibility for errors and omissions in ENGINEER'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 ENGINEER 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.** ENGINEER, if an employee of another public agency, agrees that ENGINEER 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.** ENGINEER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER'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 ENGINEER and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and ENGINEER, 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 ENGINEER pursuant to this AGREEMENT shall not be assigned by the ENGINEER. 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 ENGINEER. The sale or transfer of a majority membership interest in ENGINEER firm or the admission of new member to the ENGINEER firm which causes there to be a change in majority ownership and/or control of ENGINEER firm shall be deemed an assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third Party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11. **Permits/Licenses.** ENGINEER and all ENGINEER'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

Mark Schoepner
Construction Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mschoepner@soccd.edu

ENGINEER

Ali Khamisi
Principal
KPFF, Inc., dba KPFF Consulting Engineering
18400 Van Karman Ave, Suite 600
Irvine, CA 92612
ali.khamisi@kpff.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 ENGINEER 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 ENGINEER.
- 11.16. **Binding Agreement**. The DISTRICT and ENGINEER, 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 ENGINEER 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 ENGINEER 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.

ENGINEER

DISTRICT

KPFF Consulting Engineers

South Orange County Community College District

Ali Khamsi, PE
Principal

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Responsibilities and Services of ENGINEER
Attachment B Criteria and Billing for Extra Work
Attachment C Not Used

ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ENGINEER

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

A. BASIC SERVICES

ENGINEER agrees to provide the services described below:

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

10. Not used.

11. Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer.

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

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

14. 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 ENGINEER shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ENGINEER'S failure to perform any of the services furnished under this AGREEMENT.

15. Not used.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

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

1. Within the first week following execution of the contract, meet with the DISTRICT and their representatives to prepare a detailed task analysis and work plan for documentation in a computer generated PROJECT schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, schematic design preparation and estimating that are part of the work of the PROJECT. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

a. ENGINEER'S work plan shall include allowances for the periods of time required for DISTRICT'S review and approval of submissions and for approvals by authorities having jurisdiction over the PROJECT. ENGINEER'S work plan, when approved by DISTRICT, shall not be exceeded by ENGINEER except when DISTRICT and ENGINEER mutually agree, in writing, to a revised PROJECT schedule.

b. Review the developed work plan with the DISTRICT and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Participate in a general PROJECT kick-off meeting to include the ENGINEER'S sub-consultants, and DISTRICT staff.

- a. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ENGINEER to each other defining roles and responsibilities relative to the PROJECT.
- b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.
- c. Review and explain the overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT.
- d. Review and explain the task analysis and PROJECT work plan for all Parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- e. Review documentation of the PROJECT kick-off meeting prepared by the ENGINEER and comment prior to distribution.

DEVELOPMENT OF PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
3. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.
4. Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT.
5. Probable costs prepared by the ENGINEER:
 - a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.
 - b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
 - d. One week prior to the submittal of documents, the ENGINEER'S proposed cost format must be submitted to the DISTRICT for review and approval.
 - e. Not used.
 - f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

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

1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, ENGINEER shall design the PROJECT in accordance with recommendations of the DISTRICT'S soil consultant as provided by the DISTRICT. ENGINEER must notify the DISTRICT in time to prepare this soil report for ENGINEER'S use.
2. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.
3. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.
4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

MEETINGS

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

DELIVERABLES

1. ENGINEER shall provide to the DISTRICT the following quantities of materials resulting from the work of the PROJECT:

3 copies of Program Report. (A written program prepared by ENGINEER that incorporates the DISTRICT'S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations), if appropriate.

3 copies of Site Plan

3 copies of PROJECT Probable Cost

1 copy of Information Checklist

2. ENGINEER along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.

PROJECT CESSATION PROVISIONS

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

C. DESIGN SERVICES TASK II

SCHEMATIC DESIGN

Schematic Design: Upon written authorization from the DISTRICT, to proceed with the Schematic Design Phase. The ENGINEER shall prepare for the DISTRICT'S review a Schematic Design Study as follows:

1. Civil:
 - a. Site plan with improvement located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the PROJECT.
 - b. Identify minimum finish requirements
 - c. Identify code requirements
 - d. Development of on-site utility systems such as water, storm drain, firewater lines and fire hydrants.
 - e. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
2. Electrical:
 - a. Provide "Basis of Design Narrative"
 - b. Calculate overall approximate electrical loads.
 - c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - d. Show system(s) selected on drawings as follows:
 - i. Single line drawing(s) showing major distribution system.
 - ii. Location and preliminary sizing of all major electrical systems and components including:
 1. Load centers
 2. Main panels
 3. Switch gear
 - e. Identify and define the scope of data/telephone system.
3. Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

4. Specifications:

Outline specifications of proposed civil, landscape and electrical materials, system and equipment and their criteria and quality standards. ENGINEER is to use DISTRICT'S standardized equipment/material list for new construction and modernization in development of the PROJECT design and specifications.

5. Probable Costs:

- a. Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
- c. The probable cost shall separate the PROJECT'S building cost from site and utilities cost. ENGINEER to submit to the DISTRICT the cost estimating format for prior review and approval.
- d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

MEETINGS

During the Schematic Design Phase it is anticipated that two (2) meetings monthly, will convene between the DISTRICT and the ENGINEER to address specific design issues and to facilitate the decision making process. Such meetings shall be held at the PROJECT CAMPUS. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the ENGINEER.

DELIVERABLES

- 3 - Schematic Design Package submittal with alternatives
- 1 - Probable Cost
- 2 - A statement indicating changes made to the program design
- 2 - DSA file, including all correspondence, meeting notes, etc. to date.

PRESENTATION

ENGINEER along with his sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program

parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

PROJECT CESSATION PROVISIONS

Upon completion of the schematic design study, the DISTRICT shall have the right to terminate this AGREEMENT upon written notice of such termination to ENGINEER. The DISTRICT shall pay the ENGINEER only the fee associated with the services provided under the Schematic Design Phase.

DESIGN DEVELOPMENT

Upon written authorization by the DISTRICT to proceed with the Design Development Phase, ENGINEER shall prepare, from the Schematic Design Phase documents approved by the DISTRICT, Design Development Phase documents consisting of the following:

1. Civil:
 - a. Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - b. Preliminary development of details and large scale blow-ups.
 - c. Legend showing all symbols used on drawings.
 - d. Further refinement of SD drawings of points of connection and runs for utility systems for water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - e. Further refinement of SD roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
 - f. Further refinement of SD outline specification for electrical, civil and landscape systems and equipment indicating quality level and manufacturer.
 - g. Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities on transmittal sheet.
2. Electrical:
 - a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - b. All major electrical equipment should be scheduled indicating size and capacity.
 - c. Complete electrical distribution including a one line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
 - d. Legend showing all symbols used on drawings.
 - e. More developed outline specifications indicating quality level and manufacturer.
3. Landscape:

- a. Further refinement of SD concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
 - b. Outline specifications indicating quality level and manufacturer.
4. Specification:

DISTRICT to provide general condition specification and supplementary conditions.
5. Probable Cost:

Design Development 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 ENGINEER fee and general conditions shall be listed separately.

MEETINGS

During the Design Development Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will be held at the PROJECT campus. Documented decisions (not pending items) made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the ENGINEER. DISTRICT and ENGINEER shall schedule progress meetings to coincide with the ENGINEER'S coordination meeting.

DELIVERABLES

- 3 - Drawings from all professional disciplines as necessary to deliver the PROJECT
- 3 - Bid Package scoping recommendation
- 2 - Binder of Catalogue Cut Sheets
- 3 - Outline Specifications
- 1 - Probable Cost
- 2 - DSA File, including all correspondence, meeting notes, etc. to date

CONSTRUCTION DOCUMENTS

Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase, ENGINEER shall prepare from Design Development Phase Documents approved by the DISTRICT, a Construction Document consisting of the following:

Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

CONSTRUCTION DOCUMENTS (C/D) 50% STAGE:

1. Civil:
 - a. All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.

- b. Site plan developed to show improvement locations, all topographical elements and existing/proposed contour lines.
 - c. Details and large blow ups underway.
 - d. Site utility plans underway.
 - e. Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities listing all added items on transmittal sheet.
2. Electrical:
- a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.
 - c. All electrical equipment schedules underway.
3. Landscape:
- All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.
4. Probable cost:
- Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.
5. Specifications:
- a. Virtually 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.
 - b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the DISTRICT. Formal review of specifications by the DISTRICT and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS 75% STAGE NOT USED.

ENGINEER must respond to/incorporate constructability comments during the 75% and 100% construction document phases.

1. Architectural:

- a. Virtually complete site plan.
 - b. Virtually complete floor plan, elevations and sections.
 - c. Architectural details and large blow-ups near completion.
 - d. Finish door, and hardware schedules virtually complete, including most details.
 - e. Site utility plan virtually complete.
 - f. Fixed equipment details and identification virtually complete.
 - g. Reflected ceiling plan virtually complete.
 - h. Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. ENGINEER to recommend color selection for approval by the DISTRICT.
 - i. All equipment catalog cuts.
2. Structural:
- Completed structural floor plans and sections with detailing well advanced.
3. Mechanical:
- a. Mechanical load calculations complete and all piping and ductwork sized.
 - b. Large scale mechanical details should be substantially complete.
 - c. Mechanical schedule for equipment substantially complete.
4. Electrical:
- a. Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - c. All electrical equipment schedules should be virtually complete.
 - d. Special system components should be located on plans.
5. Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
6. Landscape:
- All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.
7. Specifications:
- Formal review of specifications by the DISTRICT and Facilities/Maintenance group with corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS – 100% SUBSTANTIAL COMPLETION STAGE:

ENGINEER must respond to/incorporate constructability comments during the previous construction document phases.

1. Civil:
 - a. All site plans, site utilities, parking and roadway systems completed.
 - b. Details and large blow-ups completed.
 - c. Site utility plans completed.
 - d. Fixed equipment details and identification completed.
2. Electrical:
 - a. Lighting and power plan including all switching and controls. Fixture schedule and lighting details completed.
 - b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - c. All electrical equipment schedules completed.
 - d. Electrical load calculations completed.
3. Probable Cost:

Update and refine the 50% Construction Document Probable cost.
4. Specifications:
 - a. 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.
 - b. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the DISTRICT as necessary to meet maintenance requirements.
 - c. At one hundred percent (100%), specifications shall be reviewed by the DISTRICT to ensure compliance with required modifications and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

The construction document final stage shall be for the purpose of the ENGINEER incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the ENGINEER during this stage should be at no additional cost to the DISTRICT.

The final contract documents delivered to the DISTRICT upon completion of the ENGINEER'S work shall consist of the following:

1. Drawings:

All drawings with ENGINEER/sub-consultant's State license stamp and DSA stamp.

2. Specifications:

Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.

3. Completely coordinated sub-consultant's work.

MEETINGS

During the Construction Document Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will normally be held at the PROJECT campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of ENGINEER Services.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ENGINEER shall convene a final design review conference to be attended by the DISTRICT and all sub-consultants for the purpose of confirming readiness for submission. The ENGINEER 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 ENGINEER 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.

DELIVERABLES

Copies:

Hardcopies shall be provided for all identified number of copies and one electronic set shall be provided:

- 4 - Fifty percent (50%) submittal – 4 copies of the fifty percent (50%) working drawings, 4 specifications, and 4 probable costs.
- 2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit 2 copies with 50/75% CD submittal).
- 4 - One hundred percent (100%) submittal – 4 copies of the one hundred percent (100%) working drawings, 4 specifications, one (1) engineering calculations and 4 probable costs.
- 2 - DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit 2 copies with 100% CD submittal).
- 2 - Number of copies of all required documents necessary for DSA submittal and approval.
- 2 - A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly

identify these changes for DISTRICT review. (Submit 2 copies with all submittals, 50% and 100%).

BIDDING PHASE

The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the ENGINEER. ENGINEER shall assist the DISTRICT in the prequalification process.

In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the ENGINEER for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the ENGINEER and reviewed by the DISTRICT prior to release.

ENGINEER shall be present during the bid opening.

CONSTRUCTION ADMINISTRATION PHASE

1. The ENGINEER'S responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the ENGINEER shall be also be required of ENGINEER'S sub-consultants as pertains to their scope of work.
2. During construction, the ENGINEER shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.
3. The ENGINEER will proceed with the services required by the Construction Administration Phase of this AGREEMENT upon Board approval for award of construction bid.
4. The ENGINEER shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, PROJECT data, samples and change orders.
 - a. The ENGINEER'S action shall be taken within twenty-one (21) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ENGINEER'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) calendar days from the receipt by the ENGINEER.
5. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.
6. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the ENGINEER'S responsibilities, shall be considered extra services.

7. ENGINEER shall schedule weekly visits to the job site for on-site review of the construction of the PROJECT and in coordination with the construction progress meetings which the ENGINEER is required to attend. The purpose of these visits and the construction progress meeting is to interpret or clarify the Contract Documents and to monitor the progress of the PROJECT. A total of 20 construction progress meetings are anticipated.
8. ENGINEER shall provide the DISTRICT with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the appropriate number of photos necessary to document any field issues requiring resolution. Photos shall be emailed to the DISTRICT'S project manager with a narrative describing contents within 48 hours of the weekly meeting.
9. The ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ENGINEER shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ENGINEER shall not be a guarantor of the contractor's performance.
10. The ENGINEER shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the PROJECT, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ENGINEER shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
11. ENGINEER shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ENGINEER shall review contractor's submittal for completeness and submit to DISTRICT.
12. ENGINEER provide a complete DSA file to the DISTRICT, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the DISTRICT at acceptance.

CLOSE OUT PHASE

1. The ENGINEER'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 the PROJECT with the Division of the State Architect.
2. ENGINEER including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - a. ENGINEER shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
 - b. ENGINEER shall walk with DISTRICT and contractor to confirm that punch list items are completed. ENGINEER may use original list with items highlighted to show those areas as still outstanding.
 - c. ENGINEER shall perform follow up walk for any punch list items that were outstanding.

- d. After the third punch list walk, if there remains any incomplete items, ENGINEER shall provide to the DISTRICT a cost analysis of all outstanding items.
3. ENGINEER shall evaluate the success of any required maintenance period upon completion of the timeframe. ENGINEER will confirm that the requirements for the maintenance period were met with a follow up report to the DISTRICT.
4. ENGINEER shall provide architectural/engineering advice to the DISTRICT on start-up, break-in and debugging of facility systems and equipment; and participate in/develop punch lists including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
5. The ENGINEER shall work with the DISTRICT and their consultants in complete close out of the PROJECT. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.
6. ENGINEER shall perform a walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/improvements. ENGINEER shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this AGREEMENT shall be performed by ENGINEER 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 ENGINEER within a reasonable time, as requested by ENGINEER.
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. ENGINEER shall not be due any fee for extra services due to change orders resulting from ENGINEER'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 ENGINEER'S specified specification of the PROJECT.

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 (twelve month average) for the geographical area of the ENGINEER and each sub-consultant involved in the PROJECT.

<u>Engineering Services - KPFF</u>	<u>Fee Per Hour</u>
Principal-in-Charge	\$210.00
Senior Civil Engineer	\$190.00
Project Manager	\$175.00
Project Engineer	\$140.00

Design Engineer	\$125.00
Chief CAD Designer	\$155.00
CAD Operator/Designer	\$125.00
Administrative/Secretary	\$ 90.00

Landscape Architects **RLA

Principal	\$185.00
Associate	\$155.00
Project Manager	\$135.00
Irrigation Designer	\$135.00
Sr. Job Captain	\$110.00
Job Captain	\$100.00
Draftsperson	\$90.00
Clerical	\$90.00

Electrical Engineers ** tk1sc

Partner	\$290.00
Associate	\$190.00
Engineer	\$120.00
Administrator, Designer	\$90.00
Admin. Assistant	\$60.00

Cost Estimator ** Cumming

Regional Director	\$210.00
Associate Director	\$185.00
Senior Cost Manager	\$175.00
Cost Manager	\$160.00

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College New Dance Floor Project,
Notice of Completion, SS+K Contractors, DBA SS&K Contractors

ACTION: Approval

BACKGROUND

On June 26, 2016, the Board of Trustees approved a \$170,000 construction contract with SS+K Contractors DBA SS&K Contractors for the Irvine Valley College New Dance Floor project. At this September 25, 2017 board meeting, staff is recommending a change order for an increase of \$5,976.16 for a final contract value of \$175,976.16.

STATUS

Contract work is substantially complete on the project. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College New Dance Floor project.

Funds were available from the Irvine Valley College general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College New Dance Floor project to SS+K Contractors, DBA SS&K Contractors for a final contract amount of \$175,976.16. 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: NEW DANCE FLOOR PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 26th day of June 2017, which contract was made with SS+K Contractors, DBA SS&K Contractors as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 25th day of September 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 SURETY 1, SURETY SOLUTIONS INSURANCE SERVICES, INC.; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Debra L. Fitzsimons
Interim Chancellor

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Debra L. Fitzsimons
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Information Technology Consultant Services Pool

ACTION: Approval

BACKGROUND

The district employs Information Technology (IT) consultant firms at various times to support information technology projects. Staff evaluates professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

STATUS

On May 12 and 19, 2017, SOCCCD ran a newspaper advertisement for consideration of an Information Technology Consultant Services pool. Additional marketing efforts included placing a copy of the Request for Qualifications and Proposals (RFQ&P) on the district's website.

On June 9, 2017, 19 proposals (EXHIBIT A) were received and staff evaluated the submittals. Five firms are recommended for the pool as follows:

- Cognizant Technology Solutions, College Station, TX, Jagjit Dhaliwal
- eNamix, Inc., Ladera Ranch, CA, John Jeltema
- iSpace, Inc., Irvine, CA, Kim Anderson
- Management Applications, Inc., Dulles, VA, Jay Bushman
- Quest Technology Management, Roseville, CA, Adam Burke

When the district contemplates future IT Consultant services, the competitive process will continue with a project specific proposal.

There is no obligation to draw services from the pool and no prohibition to selecting services outside the pool for a specific project if it is considered in the best interest of the district.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the five firms identified in EXHIBIT A for a pool from which to draw Information Technology Consultant services for no greater than a five year period from August 22, 2017 to August 21, 2022.

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

Request for Proposals No. 352D
Proposals submitted for RFQ & P for Information Technology Consultant Services Pool
South Orange County Community College District

September 25, 2017

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
22 nd Century Technologies, Inc.	Diamond Bar, CA	Eva Gaddis-McKnight
Bara Infoware, Inc.	Danville, CA	Kabir Singh
Bourntec Solutions, Inc.	Schaumburg, Il	Srujana Gudur
*Cognizant Technology Solutions	College Station, TX	Jagjit Dhaliwal
DevCare Solutions	Columbus, OH	Danielle Freeman
eJangar, Inc. DBA eJAmerica	Irvine, CA	Dr. Ayesha Natekal
*eNamix, Inc.	Ladera Ranch, CA	John Jeltaman
Global Economic Advantage, Inc.	Elgin, Il	Gaurav Savaliya
HOTB Software Solutions	Irvine, CA	David Duncan
Infojini, Inc.	Columbia, MD	Sandeep Harajani
Intelliswift Software, Inc.	Newark, CA	Rahul Garg
*iSpace, Inc.	Irvine, CA	Kim Anderson
*Management Applications, Inc.	Dulles, VA	Jay Bushman
Neumeric Technologies Corporation	Westerville, OH	Sudheer Gaddam
Paramount Software Soutions	Alpharetta, Ga	Pramod Sajja
*Quest Technology Management	Roseville, Ca	Adam Burke
RAD Gov, Inc.	Ft. Lauderdale, FL	Ajaya Kapoor
The Spearhead Group	Houston, TX	Vikki S. McCullough
Varsun eTechnologies Group, Inc.	Anaheim, CA	Ramaraju Sayyaparaju

*Recommended firm

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

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

ACTION: Approval

BACKGROUND

Microsoft software products are used extensively throughout the district.

The Microsoft software licensing agreement was renewed in FY 2016-2017 with ComputerLand of Silicon Valley through an agreement with the Foundation for California Community Colleges (FCCC).

STATUS

District Services IT staff recommends the renewal of the Microsoft Campus Licensing Agreement and seeks to renew with ComputerLand of Silicon Valley through the agreement with FCCC. The total purchase price of the annual Microsoft Campus agreement for both colleges (EXHIBITS B and C) and District Services (EXHIBIT A) is \$243,104.50.

The agreement for FY 2017–2018 represents year one of three for the new agreement.

Funds for this license renewal are available through both general expense accounts.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the annual renewal of a software licensing agreement for the district-wide Microsoft Software Licensing for the period of October 1, 2017 through September 30, 2018 with ComputerLand of Silicon Valley at a cost not to exceed \$243,104.50.



Renewal Worksheet of South Orange County CCD

[PRINT](#)

Validated Renewal Worksheet for Campus Agreement Licensing

**South Orange County CCD
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2017 (Year 1 of 3)**

Please use this quote to generate and submit your PO no later than **Friday, 15-Sep-2017** to insure a timely renewal for everyone.

Purchase Order to be made payable to: Submit Purchase Order by fax or e-mail:

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

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

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50	✓	89	\$5,295.50

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

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per fac/staff user	965-00002CFU	\$0.00	89	\$0.00
2.	Exchange Enterprise CAL Services Order this part for the number of accounts needed if you have ordered Exchange Enterprise CALs AND need either of these included services: EOP = Exchange Online Protection: Is an online email filtering ser	6MV-00003CFU	\$0.00	89	\$0.00
3.	Identity Manager per device CAL	NK7-00064CFU	\$2.00	1	\$2.00
4.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration)	M6K-00001CFU	\$0.00	89	\$0.00
5.	Office 365 Pro Plus add-on for faculty/staff (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00003CFU	\$0.00	89	\$0.00
6.	Project Online Essentials per fac/staff user	7HS-00001CFU	\$0.00	89	\$0.00
7.	Project Online Professional per fac/staff user	7MA-00001CFU	\$72.00		

				5	\$360.00
8.	Visio Pro for Office 365 per fac/staff user	P4U-00001CFU	\$27.00	5	\$135.00
9.	Visual Studio Pro w/MSDN per user	77D-00110CFU	\$64.00	5	\$320.00
10.	Visual Studio Team Foundation Svr CAL per device	126-00156CFU	\$38.00	20	\$760.00
11.	Windows VDA per device (Windows Virtual Desktop Access for machines with no OS, e.g. thin clients)	4ZF-00019CFU	\$33.60	120	\$4,032.00

• **Server License Options**

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Exchange Server Enterprise	395-02412CF	\$394.00	3	\$1,182.00
2.	Forefront Identity Mgr Server Live Edition - (for Live@Edu deployment only - requires Win Svr Ext Connector & SQL per Core licensing)	7VC-00137CF	\$196.00	1	\$196.00
3.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	3	\$1,578.00
4.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	20	\$26,700.00
5.	SQL Server Standard Core - 2 Core License pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. No SQL CALs needed.	7NQ-00302CF	\$348.00	8	\$2,784.00
6.	Visual Studio Team Foundation Svr	125-00110CF	\$38.00	1	\$38.00
7.	Windows Server Datacenter Core - 16 core license pack. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 processor minimum per physical server (16 core minimum per phy	9EA-00271CF	\$360.00	20	\$7,200.00
8.	Windows Server External Connector - per physical host (needed for all Windows servers facing the internet OR, if student Windows Server CALs are not subscribed, needed for servers accessed by students off-campus or authenticating students on-campus or off	R39-00374CF	\$196.00	10	\$1,960.00
9.	Windows Server Standard Core - 16 core license pack. Licensed per physical core, with 2 VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 processor minimum per physical server (16 core minimum per physical server).	9EM-00265CF	\$52.00	4	\$208.00

TOTAL \$52,750.50

Copyright © 1998-2017 by CCT Technologies, Inc. – dba ComputerLand Silicon Valley. All rights reserved. • [Privacy Policy](#) • Browser requirement: [Firefox 29.x](#), Internet Explorer 10, or higher. • Minimum screen resolution 1280 x 800 pixels.

➤ Renewal Worksheet of Saddleback College

 [PRINT](#)

Validated Renewal Worksheet for Campus Agreement Licensing

Saddleback College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2017 (Year 1 of 3)

Please use this quote to generate and submit your PO no later than **Friday, 15-Sep-2017** to insure a timely renewal for everyone.

Purchase Order to be made payable to: Submit Purchase Order by fax or e-mail:

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

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

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50 \$57.00	✓	859	\$48,963.00

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

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per fac/staff user	965-00002CFU	\$0.00	2000	\$0.00
2.	Azure Rights Management Service (RMS) add-on to Office 365 Education	G3U-00004CFU	\$0.00	40000	\$0.00
3.	Enterprise CAL Services Order this part for the number of accounts needed if you have ordered ECALs AND need any of these included services: EOA = Exchange Online Archiving: Is a cloud-based, enterprise-class online archiving solution for	6QV-00003CFU	\$0.00	40000	\$0.00
4.	Exchange Enterprise CAL Services Order this part for the number of accounts needed if you have ordered Exchange Enterprise CALs AND need either of these included services: EOP = Exchange Online Protection: Is an online email filtering ser	6MV-00003CFU	\$0.00	40000	\$0.00
5.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration	M6K-00001CFU	\$0.00	40000	\$0.00
6.	Office 365 Pro Plus add-on for faculty/staff (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00003CFU	\$0.00	40000	\$0.00
7.	Project Online Essentials per fac/staff user	7HS-00001CFU	\$0.00	40000	\$0.00
8.	Project Professional per device	H30-00237CFU	\$64.00	40	\$2,560.00

9.	Skype for Business Plus CAL per device - additive to ECAL	YEG-00631CFU	\$9.00	5	\$45.00
10.	Visio Pro per device	D87-01057CFU	\$55.00	30	\$1,650.00
11.	Visual Studio Pro w/MSDN per user	77D-00110CFU	\$64.00	2	\$128.00
12.	Windows VDA per device (Windows Virtual Desktop Access for machines with no OS, e.g. thin clients)	4ZF-00019CFU	\$33.60	200	\$6,720.00

• Choose Optional Products Licensed per User or Device for Students

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per student user	965-00002CSU	\$0.00	40000	\$0.00
2.	Azure Rights Management Services (RMS) for O365 for students	G3U-00004CSU	\$0.00	40000	\$0.00
3.	Enterprise CAL Services Order this part for the number of accounts needed if you have ordered ECALS AND need any of these included services for students: EOA = Exchange Online Archiving: Is a cloud-based, enterprise-class online archiving	6QV-00003CSU	\$0.00	40000	\$0.00
4.	Office 365 Education - per student user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration,	M6K-00001CSU	\$0.00	40000	\$0.00
5.	Office 365 ProPlus for Students (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00002CSU	\$0.00	40000	\$0.00
6.	Project Online Essential per student user	7HS-00001CSU	\$0.00	40000	\$0.00

• Server License Options

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Monetary Commitment for usage - Azure Enterprise for a variety of Azure services including spinning up VMs, storage, data transfer, etc. Consumption of Azure services is debited against this prepaid amount and tracked via the Azure Enterprise Portal	6QK-00001CF	\$1,320.00	2	\$2,640.00
2.	Core Infrastructure Server (CIS) Suite Datacenter - 16 core license pack. Combination of Windows Server Datacenter and System Center Datacenter license. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must license	9GS-00128CF	\$560.00	1	\$560.00
3.	Project Server (requires CALs contained in Project Pro)	H22-00479CF	\$46.00	2	\$92.00
4.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	8	\$4,208.00
5.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	18	\$24,030.00
6.	Windows Server Datacenter Core - 16 core license pack. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 processor minimum per physical server (16 core minimum per phy	9EA-00271CF	\$360.00	14	\$5,040.00
7.	Windows Server External Connector - per physical host (needed for all Windows servers facing the internet OR, if student	R39-00374CF	\$196.00	6	\$1,176.00

	Windows Server CALs are not subscribed, needed for servers accessed by students off-campus or authenticating students on-campus or off				
8.	Windows Server Standard Core - 16 core license pack. Licensed per physical core, with 2 VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 processor minimum per physical server (16 core minimum per physical server).	9EM-00265CF	\$52.00	4	\$208.00
					TOTAL \$98,020.00

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 • Browser requirement: [Firefox 29.x](#), Internet Explorer 10, or higher. • Minimum screen resolution 1280 x 800 pixels.



➤ Renewal Worksheet of Irvine Valley College

[PRINT](#)

Validated Renewal Worksheet for Campus Agreement Licensing

Irvine Valley College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2017 (Year 1 of 3)

Please use this quote to generate and submit your PO no later than **Friday, 15-Sep-2017** to insure a timely renewal for everyone.

Purchase Order to be made payable to: Submit Purchase Order by fax or e-mail:

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

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

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50 \$57.00	✓	571	\$32,547.00

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

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per fac/staff user	965-00002CFU	\$0.00	1500	\$0.00
2.	Azure Rights Management Service (RMS) add-on to Office 365 Education	G3U-00004CFU	\$0.00	1500	\$0.00
3.	Enterprise CAL Services Order this part for the number of accounts needed if you have ordered ECALs AND need any of these included services: EOA = Exchange Online Archiving: Is a cloud-based, enterprise-class online archiving solution for	6QV-00003CFU	\$0.00	1500	\$0.00
4.	Exchange Enterprise CAL Services Order this part for the number of accounts needed if you have ordered Exchange Enterprise CALs AND need either of these included services: EOP = Exchange Online Protection: Is an online email filtering ser	6MV-00003CFU	\$0.00	1500	\$0.00
5.	Exchange Online Plan 2 per user (needed for unified messaging/hosted vmail)	5SS-00001CFU	\$0.00	1500	\$0.00

6.	Identity Manager per device CAL	NK7-00064CFU	\$2.00	551	\$1,102.00
7.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration)	M6K-00001CFU	\$0.00	1500	\$0.00
8.	Office 365 Pro Plus add-on for faculty/staff (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00003CFU	\$0.00	1500	\$0.00
9.	Project Online Essentials per fac/staff user	7HS-00001CFU	\$0.00	1500	\$0.00
10.	Project Online Professional per fac/staff user	7MA-00001CFU	\$72.00	30	\$2,160.00
11.	Project Professional per device	H30-00237CFU	\$64.00	4	\$256.00
12.	Visio Pro per device	D87-01057CFU	\$55.00	10	\$550.00
13.	Visual Studio Enterprise with MSDN per user	MX3-00115CFU	\$375.00	5	\$1,875.00
14.	Windows Remote Desktop Services (RDS) CAL per device	6VC-01251CFU	\$10.00	25	\$250.00
15.	Windows VDA per device (Windows Virtual Desktop Access for machines with no OS, e.g. thin clients)	4ZF-00019CFU	\$33.60	400	\$13,440.00

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

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

• **Server License Options**

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.		6QK-00001CF	\$1,320.00	6	\$7,920.00

	Azure Monetary Commitment for usage - Azure Enterprise for a variety of Azure services including spinning up VMs, storage, data transfer, etc. Consumption of Azure services is debited against this prepaid amount and tracked via the Azure Enterprise Portal				
2.	Azure Support Standard for Azure Monetary Commitment (24/7 break fix support, <2hr response time)	W6T-00003CF	\$3,900.00	1	\$3,900.00
3.	Core Infrastructure Server (CIS) Suite Datacenter - 16 core license pack. Combination of Windows Server Datacenter and System Center Datacenter license. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must license	9GS-00128CF	\$560.00	3	\$1,680.00
4.	Imagine Academy Subscription (formerly IT Academy)	54R-00098CF	\$1,500.00	1	\$1,500.00
5.	Project Server (requires CALs contained in Project Pro)	H22-00479CF	\$46.00	1	\$46.00
6.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	11	\$5,786.00
7.	Skype for Business Server	5HU-00215CF	\$354.00	1	\$354.00
8.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	8	\$10,680.00
9.	System Center Datacenter Core - 16 core license pack. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must license 16 core minimum per physical server. Only need to license the server machines managed BY a System Ce	9EP-00201CF	\$232.00	1	\$232.00
10.	Visual Studio Team Foundation Svr	125-00110CF	\$38.00	1	\$38.00
11.	Windows Server Datacenter Core - 16 core license pack. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 processor minimum per physical server (16 core minimum per phy	9EA-00271CF	\$360.00	18	\$6,480.00
12.	Windows Server External Connector - per physical host (needed for all Windows servers facing the internet OR, if student Windows Server CALs are not subscribed, needed for servers accessed by students off-campus or authenticating students on-campus or off	R39-00374CF	\$196.00	4	\$784.00
13.	Windows Server Standard Core - 16 core license pack. Licensed per physical core, with 2 VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 processor minimum per physical server (16 core minimum per physical server).	9EM-00265CF	\$52.00	18	\$936.00
					TOTAL \$92,516.00

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TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: July – September 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>C.E.M. Lab Corp.</u> ATEP Utilities and Infrastructure, Phase 1 Project – Architectural Services Amendment No. 1 – To extend term of services through February 22, 2018. SOCCCD	\$96,778.00	\$438,364.00
B.	<u>SS&K Contractors</u> Irvine Valley College New Dance Floor Project – Construction Services Change Order No. 1 – For additional construction services. SOCCCD	\$5,976.16	\$175,976.16
C.	<u>EPD Solutions, Inc.</u> Irvine Valley College Barranca Road Project – Design Services Amendment No. 2 – For additional design services.	\$19,727.00	\$146,352.00

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

July 19, 2017

THIS AMENDMENT shall modify the original agreement dated August 22, 2016 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and C.E.M. Lab Corp, 45 Post, Irvine, CA 92618 hereinafter referred to as "VENDOR."

WHEREAS, Article 11, paragraph 15 of the original agreement provides that this agreement may be amended or modified only by an agreement in writing; and

WHEREAS, additional geotechnical observation was required due to rain events, the scope and timeframe of the out of state welding exceeded the original project projections, and the project's Photo Voltaic system being the first ballasted system ever approved by DSA and testing requirements were not know at time of original agreement; such services will increase the agreement by a value of \$96,778.00; and

WHEREAS, Article 5, paragraph 2 had an initial term of 14 months and the Infrastructure Project commenced after the building project causing a lag in anticipated schedules; it is necessary to extend the project completion 4 months from October 22, 2017 to February 22, 2018.

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

Increase the term of services to February 22, 2018.

Original Contract Amount:	\$ 341,586
Amendment No. 1:	<u>\$ 96,778</u>
Revised Contract Amount:	\$ 438,364

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

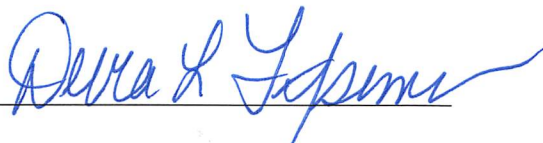
"DISTRICT"

South Orange County Community College District

"VENDOR"

C.E.M. Lab Corp.

By: _____



AUG 11 2017

By: _____



South Orange County Community College District
New Dance Floor Project
Irvine Valley College
Bid #339
Board Change Order No. 1
September 6, 2017

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
339	General Contractor	SS&K Contractors		\$170,000.00	\$0.00	\$5,976.16	\$175,976.16	0
		12409 E Slauson Ave., Ste "I" Whittier, CA 90606	TOTAL	170,000.00			175,976.16	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	8/20/2017	Test existing concrete slab moisture content, install additional vapor shield	by District	Approved	\$5,976.16	0
		TOTAL THIS CHANGE ORDER REQUEST			\$5,976.16	0

**AMENDMENT NO. 2
TO DESIGN SERVICES AGREEMENT
FOR
BARRANCA ROAD PROJECT
IRVINE VALLEY COLLEGE**

July 25, 2017

THIS AMENDMENT shall modify the original agreement dated January 27, 2014 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and EPD Solutions, Inc. 2030 Main Street, Suite 1200, Irvine, CA 92614, hereinafter referred to as "CONSULTANT".

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

WHEREAS, Article VI, paragraph 1 establishes the compensation of the agreement at \$101,000; and

WHEREAS, Additional coordination support and design services during construction and project closeout and coordination of easement revisions with the Irvine Company and Southern California Edison were required; and

WHEREAS, the added scope of services results in an increase to service costs of \$19,727; and

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

PROVIDE SUPPLEMENTAL DESIGN SERVICES

Original Contract Amount:	\$101,000
Amendment No. 1	\$ 25,625
<u>Amendment No. 2</u>	<u>\$ 19,727</u>
Total Contract Amount:	\$146,352

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

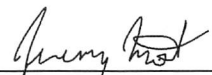
"DISTRICT"

South Orange County Community College District

"CONSULTANT"

EPD Solutions, Inc.

By: 
Brandy D'Lena
Executive Director, Facilities Planning
and Purchasing

By: 
Jeremy Krout
Principal

Date: 8/10/17

Date: 7/24/17

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Approval

BACKGROUND

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

STATUS

Purchase orders \$5,000 and above amounting to \$878,726.84 and an additional 596 purchase orders below \$5,000 amounting to \$400,591.31 for a combined total of \$1,279,318.15 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 1,292 checks in the amount of \$12,974,231.34 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C.)

RECOMMENDATION

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



South Orange County Community College District

EXHIBIT A
Page 1 of 1

Purchase Order Ratification (Supplier)

August 3, 2017 through September 7, 2017

PO			
Number	Supplier	Description	Amount
P181582	Assessment Technologies Institute	TEAS Test for SC nursing program students	6,624.47
P181509	BSN Sports LLC	IVC Basketball uniforms	9,977.60
P182142	BSN Sports LLC	IVC Baseball uniforms	7,739.53
P181507	BSN Sports LLC	IVC Baseball uniforms	6,976.34
P181503	California Community College Athletic Association	Annual Membership Renewal for SC	11,750.00
P181770	CDW Government LLC	Cenic10GB Internet Upgrade (District IT)	24,467.20
P181877	CDW Government LLC	Cenic 10GB Internet Upgrade (SC)	14,656.16
P181584	CDW Government LLC	Laptops for IVC Media Services	13,659.60
P181769	CDW Government LLC	Cenic 10GB Internet Upgrade (IVC)	12,139.18
P181505	CDW Government LLC	Technology supplies for SC AEBG Program	8,114.48
P181951	Clark Security Products	FY 17-18 annual IVC locksmith supply order	9,400.25
P181468	Community College League of California	Institutional membership renewal for District Services	39,201.00
P181589	Consumers Pipe & Supply Co.	Annual supplies for SC HVAC	5,388.06
P181559	Educause	District-wide Educause Annual Membership	6,901.95
P181764	Europrint, Inc.	IVC Outreach materials for Fall 2017	5,868.07
P181495	Fisher Scientific Company, LLC	Supplies for the SC Chemistry	9,098.63
P181954	Main Graphics	IVC Blanket PO for business card orders	5,000.00
P181470	National Sports Apparel, LLC	SC Football Team Uniforms	23,245.64
P181527	O'Reilly Auto Parts	Cylinders for SC Automotive Technology	10,341.85
P182138	O'Reilly Auto Parts	Two scan tools with warranty for SC Automotive	8,816.11
P182140	Pacific Coachways Charter Services, Inc.	SC Athletics Team bus transportation	45,000.00
P181483	Paton Group	Printer and start-up kit for SC Consortium Grant	33,471.50
P182086	Queen Beach Printers, Inc.	SC Fine Arts mailer Fall/ Spring 2017-2018	5,720.00
P181601	Saddleback Bookstore	Fall 2017 SC SEP book voucher program	72,635.00
P181835	Saddleback Golf Cars	Golf Carts for SC Technology	12,003.35
P181904	SiteOne Landscape Supply, LLC	Irrigation Supplies for SC FY 17-18	9,213.57
P181944	Snap-On Industrial	Meter/Torque Certification for SC Alternative Fuel programs	21,139.59
P181680	South Orange County Community College District	Reimburse property and liability claims for FY17-18	130,000.00
P182030	Systems Source, Inc.	DIRTT Walls for SC AVPI/AGB	90,849.01
P181771	Systems Source, Inc.	DIRTT Walls for SC AVPI/AGB	44,466.67
P181779	Systems Source, Inc.	Desks and computer tables for SC classrooms	17,817.96
P181945	United Direct Marketing	IVC Community Education Fall 2017 Brochure	8,580.00
P181924	Vantage Vehicle International Inc.	Truckall Extended Cab Vehicle SC Technology	18,166.13
P181556	Veritiv Operating Company	Multi-Purpose Paper for District Warehouse	37,923.69
P181777	Veritiv Operating Company	Recycle Containers for IVC	14,053.36
P181691	W. W. Grainger, Inc.	SC HVAC portable storage shed	5,236.97
P182033	Wells Fargo #6711	Supplies for IVC Engineering program	5,083.92
P181710	Xerox Corporation	Xerox Print Service Agreement FY17-18 for IVC	63,000.00
P181490	Xerox Corporation	Blanket PO for supplies for SC Xerox copiers	5,000.00
Total Purchase Orders \$5,000 and above			878,726.84
596 Purchase Orders Under \$5,000			400,591.31
Total Purchase Orders			1,279,318.15



South Orange County Community College District

EXHIBIT B
Page 1 of 1

Purchase Order Ratification (Amount)

August 3, 2017 through September 7, 2017

PO			
Number	Supplier	Description	Amount
P181680	South Orange County Community College District	Reimburse property and liability claims for FY17-18	130,000.00
P182030	Systems Source, Inc.	DIRTT Walls for SC AVPI/AGB	90,849.01
P181601	Saddleback Bookstore	Fall 2017 SC SEP book voucher program	72,635.00
P181710	Xerox Corporation	Xerox Print Service Agreement FY17-18 for IVC	63,000.00
P182140	Pacific Coachways Charter Services, Inc.	SC Athletics Team bus transportation	45,000.00
P181771	Systems Source, Inc.	DIRTT Walls for SC AVPI/AGB	44,466.67
P181468	Community College League of California	Institutional membership renewal for District Services	39,201.00
P181556	Veritiv Operating Company	Multi-Purpose Paper for District Warehouse	37,923.69
P181483	Paton Group	Printer and start-up kit for SC Consortium Grant	33,471.50
P181770	CDW Government LLC	Cenic10GB Internet Upgrade (District IT)	24,467.20
P181470	National Sports Apparel, LLC	SC Football Team Uniforms	23,245.64
P181944	Snap-On Industrial	Meter/Torque Certification for SC Alternative Fuel program	21,139.59
P181924	Vantage Vehicle International Inc.	Truckall Extended Cab Vehicle SC Technology	18,166.13
P181779	Systems Source, Inc.	Desks and computer tables for SC classrooms	17,817.96
P181877	CDW Government LLC	Cenic 10GB Internet Upgrade (SC)	14,656.16
P181777	Veritiv Operating Company	Recycle Containers for IVC	14,053.36
P181584	CDW Government LLC	Laptops for IVC Media Services	13,659.60
P181769	CDW Government LLC	Cenic 10GB Internet Upgrade (IVC)	12,139.18
P181835	Saddleback Golf Cars	Golf Carts for SC Technology	12,003.35
P181503	California Community College Athletic Association	Annual Membership Renewal for SC	11,750.00
P181527	O'Reilly Auto Parts	Cylinders for SC Automotive Technology	10,341.85
P181509	BSN Sports LLC	IVC Basketball uniforms	9,977.60
P181951	Clark Security Products	FY 17-18 annual IVC locksmith supply order	9,400.25
P181904	SiteOne Landscape Supply, LLC	Irrigation Supplies for SC FY 17-18	9,213.57
P181495	Fisher Scientific Company, LLC	Supplies for the SC Chemistry	9,098.63
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P182142	BSN Sports LLC	IVC Baseball uniforms	7,739.53
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P181559	Educause	District-wide Educause Annual Membership	6,901.95
P181582	Assessment Technologies Institute	TEAS Test for SC nursing program students	6,624.47
P181764	Europrint, Inc.	IVC Outreach materials for Fall 2017	5,868.07
P182086	Queen Beach Printers, Inc.	SC Fine Arts mailer Fall/ Spring 2017-2018	5,720.00
P181589	Consumers Pipe & Supply Co.	Annual supplies for SC HVAC	5,388.06
P181691	W. W. Grainger, Inc.	SC HVAC portable storage shed	5,236.97
P182033	Wells Fargo #6711	Supplies for IVC Engineering program	5,083.92
P181954	Main Graphics	IVC Blanket PO for business card orders	5,000.00
P181490	Xerox Corporation	Blanket PO for supplies for SC Xerox copiers	5,000.00
Total Purchase Orders \$5,000 and above			878,726.84
596 Purchase Orders Under \$5,000			400,591.31
Total Purchase Orders			1,279,318.15



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

August 3, 2017 through September 7, 2017

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,085	8,470,792.02
07 IVC Community Education	13	128,615.51
09 SC Community Education	39	326,783.38
12 Child Development	5	78,845.35
40 Capital Outlay	102	3,391,187.22
68 Self Insurance	5	29,010.30
71 Retiree Benefit	3	444,387.24
95 SC Associated Student Government	13	60,791.73
96 IVC Associated Student Government	27	43,818.59
Total	1,292	12,974,231.34

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: August 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 August 2017, the Acting Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 147 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 46 contracts between \$5,000 and \$100,000 (EXHIBIT A), amounting to \$670,272.74. For contract values under \$5,000, an additional 92 contracts were processed amounting to \$168,153.95. The contracts combined total value of \$838,426.69 are submitted to the Board of Trustees for ratification, along with an additional 9 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.



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

CONTRACTOR NAME and SERVICE**CONTRACT AMOUNT**

<u>Nimble Consulting</u> Professional Services Agreement – To provide specialized IT services in support of Student Information Systems (SIS) enhancements and Student Success Roadmap projects from 9/1/2017 to 8/31/2018. District Services	\$88,000.00
<u>Synergy Software Solutions</u> Professional Services Agreement – To provide specialized IT services in support of My Academic Plan Enhancement and other SIS projects from 9/1/2017 to 8/31/2018. District Services	\$85,000.00
<u>Code Ninja</u> Independent Contractor Agreement (Amend No 1) – No cost extension for consulting services regarding system architecture and software development from 8/31/2017 to 12/31/2017. District Services	\$65,000.00
<u>McCallum Group, Inc.</u> Professional Services Agreement- To provide state legislative advocacy from 7/1/2017 to 6/30/2018. <u>District Services</u>	\$54,000.00
<u>San Bernardino Community College District</u> Independent Contractor Agreement – To deliver training to Orange County businesses through the Employment Training Panel (ETP) subsidy from 7/1/2017 to 6/30/2018. Saddleback College	\$50,000.00
<u>Capitol Advocacy Partners</u> Professional Services Agreement – To provide federal, legislative advocacy consulting services from 7/1/2017 to 6/30/2018. District Services	\$48,000.00
<u>LightWerks Communication Systems, Inc.</u> Professional Services Agreement – To provide audio/visual services at BSTIC building from 7/17/2017 to 10/17/2017. Irvine Valley College	\$47,354.86
<u>PlanNet Consulting</u> Consultant Services Agreement – To provide IT consulting service for the expansion of wireless networks at both college campuses from 8/20/2017 to 8/30/2018. District Services	\$47,120.00

<u>Quezada Pro Landscape, Inc.</u> Professional Services Agreement – To provide tree maintenance services from 7/1/2017 to 6/30/2018. Saddleback College	\$45,000.00
<u>Growth Sector</u> Professional Services Agreement – To provide professional development and technical assistance to the designated STEM Core initiative partners from 10/1/2016 to 9/30/2018. Saddleback College	\$45,000.00
<u>Vocational Visions</u> Professional Services Agreement – To provide programs for adults with disabilities as part of the Adult Education Block Grant from 8/29/2017 to 6/30/2018. Saddleback College	\$40,000.00
<u>Mark IV Communications, Inc.</u> Professional Service Agreement – To provide cabling and networking installations as needed from 7/1/2017 to 6/30/2018. Irvine Valley College	\$40,000.00
<u>Empower Analytics</u> Professional Services Agreement (Amend No. 3) – A no cost extension to support Tidemark budget software knowledge transfer from 7/31/2017 to 9/30/2017 at no additional cost. District Services	\$36,875.00
<u>Joyce Arntson</u> Professional Services Agreement – To provide consulting services for the Adult Education Block Grant from 8/1/2017 to 6/30/2018. Irvine Valley College	\$29,000.00
<u>Administrative Software Applications, Inc.</u> Software License Agreement – To provide registration services for Adult Education from 7/1/2017 to 6/30/2019. Saddleback College	\$28,000.00
<u>Blackboard Student Services</u> Software License Agreement – To provide help desk features for Blackboard from 7/1/2017 to 1/31/2018. Irvine Valley College	\$27,215.23
<u>Coast Community College District</u> Independent Contractor Agreement – To assist with student career planning using geographic information system tools through the Biotech Pathway Story Map project from 8/1/2017 to 1/31/2018. Irvine Valley College	\$25,000.00
<u>GKK Works</u> Professional Services Agreement – To provide architectural services for DSPS building from 7/12/2017 to 6/12/2018. Irvine Valley College	\$24,000.00

<u>TMCx Solutions, Inc.</u> Commissioning Services Agreement – To provide services during the design and construction of the IVC Health Center-Concessions Project from 7/24/2017 to 7/23/2022. Irvine Valley College	\$22,000.00
<u>GBC Education Consulting</u> Professional Services Agreement – To provide consulting review of healthcare, on-line converted courses from 8/15/2017 to 9/15/2017. Saddleback College	\$20,000.00
<u>Glacier Communications, Inc.</u> Professional Services Agreement – To provide advertising in local high schools and on social media from 10/6/2017 to 6/8/2018. Irvine Valley College	\$18,500.00
<u>Comprehensive Emergency Management Services</u> Professional Services Agreement – To provide emergency preparedness consulting services from 5/20/2016 to 7/31/2017. Irvine Valley College	\$17,909.50
<u>C Below, Inc.</u> Professional Services Agreement – To provide underground utility investigative and mapping services for the TAS Building Project from 8/10/2017 to 11/30/2018. District Services	\$17,000.00
<u>The Community College of Baltimore County</u> Professional Services Agreement – To provide technical assistance for the STEM Core Initiative in Maryland from 10/1/2017 to 9/30/2018. Saddleback College	\$15,000.00
<u>Barkshire Laser Leveling, Inc.</u> Professional Services Agreement – To provide annual renovation services of the sports fields from 8/1/2017 to 6/30/2019. Saddleback College	\$14,400.00
<u>T and D Communications, Inc.</u> Field Service Agreement – To furnish and install server racks in BSTIC classroom from 5/31/2017 to 12/31/2017. Irvine Valley College	\$14,000.00
<u>IBM Corporation</u> Software License Agreement – A license subscription of SPSS, an instructional software for statistical analysis and data research, from 9/1/2017 to 8/30/2018. Saddleback College	\$13,772.00
<u>Avalon Tent and Party Corporation</u> Field Service Agreement – To provide equipment rental for campus events from 8/1/2017 to 6/30/2018. Irvine Valley College	\$13,000.00

<u>Roilist, Ltd</u> Software License Agreement – To provide online marketing for international student recruitment from 7/1/2017 to 6/30/2020.	\$12,995.00
<u>P2S Engineering</u> Capital Construction Services Agreement – To provide construction oversight of the District-wide Technology Master Standards services for the IVC ATEP First Building Project from 8/7/2017 to 3/6/2018. District Services	\$12,630.00
<u>VFS Fire and Security Services</u> Field Services Agreement – To provide annual, fire alarm system repairs from 9/1/2017 to 6/30/2018. Irvine Valley College	\$12,000.00
<u>Boomers Irvine</u> Independent Contractor Agreement – Leadership activity event for Associate Student Government from 7/1/2017 to 6/30/2020. ASG-IVC	\$12,000.00
<u>Janus Corporation</u> Field Services Agreement – For the removal of transite pipe at ATEP from 8/1/2017 to 9/1/2017. District Services	\$11,169.00
<u>C.R.I. Electric, Inc.</u> Field Services Agreement (Amend No. 1) – To provide additional network cabling material for the Emeritus office at \$997.00 for a revised contract total of \$10,985.00. Saddleback College	\$10,985.00
<u>Emerald Mirror and Glass</u> Field Services Agreement – To provide glass and mirror repair as-needed from 8/1/2017 to 6/30/2018. Irvine Valley College	\$10,000.00
<u>Dr. Randy W. Peebles</u> Professional Services Agreement – For mentoring and orientation services regarding the ATEP Site Development Project for district staff from 8/28/2017 to 12/31/2017. District Services	\$10,000.00
<u>Haitbrink Asphalt</u> Independent Contractor Agreement – To provide stall striping services of gravel, parking lots from 8/3/2017 to 6/30/2018. Irvine Valley College	\$10,000.00
<u>Interactive Applications, Inc.</u> Online Affiliate Agreement – For Economic Workforce Development to offer local industry employees access to online instructional content of Solid Professor, a website for common manufacturing industry design platforms, from 8/15/2017 to 8/15/2018. Irvine Valley College	\$10,000.00 Revenue

<u>ThreeForks, Inc.</u> Professional Services Agreement – To provide consulting services for financial aid software from 7/1/2017 to 6/30/2018. Irvine Valley College	\$9,450.00
<u>Marlys Grodt</u> Professional Services Agreement – To provide job classification and compensation specifications from 9/1/2016 to 6/30/2017. District Services	\$9,075.00
<u>Ventek International</u> Independent Contractor Agreement – To provide the annual transaction processing services and license subscription of parking meters from 7/1/2017 to 6/30/2018. Irvine Valley College	\$8,617.75
<u>SARS Software Products, Inc.</u> Software License Agreement – For an appointment scheduling software subscription from 7/1/2017 to 6/30/2018. Irvine Valley College	\$8,560.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance, monitoring services for the Baseball Field Bleachers Project from 8/12/2017 to 3/12/2018. Saddleback College	\$7,610.00
<u>Penguin Random House Speakers Bureau</u> Professional Services Agreement – For guest speaker and author, Dan-el Padilla Peralta, for the One Book, One College Program on 4/24/2018. Saddleback College	\$7,500.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance monitoring services for the New Dance Floor Project from 7/12/2017 to 12/30/2017. Irvine Valley College	\$7,040.00
<u>Adrenalin Sports</u> Independent Contractor Agreement – To provide embroidery and printing of sports apparel services for multiple athletic teams from 8/1/2017 to 6/30/2017. Irvine Valley College	\$7,000.00
<u>Council On Aging – Orange County</u> Advertising Agreement – For full page ad in 2018 edition of Answers Guide for Emeritus Institute on 10/31/2017. Saddleback College Foundation	\$7,000.00
<u>Johnson Flooring, Inc.</u> Field Services Agreement – For the annual maintenance of Gym floor from 8/1/2017 to 6/30/2018 Saddleback College	\$7,000.00

<u>Dassault Systems Americas Corporation</u> Software Subscription Agreement – For CATIA software, a 3D design system, from 7/21/2017 to 7/20/2018. Saddleback College	\$7,000.00
<u>Keystone Academic Solutions</u> Software License Agreement – To provide online advertisements for international student recruitment from 9/1/2017 to 3/1/2018. Irvine Valley College	\$6,840.00
<u>Glenn Chavez Construction</u> Field Services Agreement – To remove and replace 75 door cylinders at Math Science and Village buildings from 8/14/2017 to 8/30/2017. Saddleback College	\$6,361.00
<u>Glenn Chavez Construction</u> Field Services Agreement – To provide remediation construction services fat Village buildings from 8/11/2017 to 8/18/2017. Saddleback College	\$6,000.00
<u>James Major</u> Professional Services Agreement (Amend No. 1) – To extend services to develop an Introduction to Perioperative Nursing Program for an additional one month to 6/30/2018 and to increase contract value by \$1,000.00 for a revised contract total of \$5,995.00. Saddleback College	\$5,995.00
<u>Smart Vend Corporation</u> Software License Agreement – Annual license for terminal monitoring software used in the classrooms from 6/1/2017 to 5/31/2018. Saddleback College	\$5,773.26
<u>Hill Crane Service, Inc.</u> Field Services Agreement – To provide hydraulic crane services for the LRC air conditioning repair from 8/3/2017 to 8/31/2017. Saddleback College	\$5,000.00
<u>Red Hawk Fire and Security</u> Field Services Agreement – To provide annual fire and safety repairs and services from 9/1/2017 to 6/30/2018. Irvine Valley College	\$5,000.00



AUGUST 2017
Contracts with Values of \$0

<u>CONTRACTOR NAME and SERVICE</u>	<u>CONTRACT AMOUNT</u>
<u>Center for Autism Related Disorders</u> Clinical Affiliation Agreement – For on-site internships for students enrolled in the Medical Assistant programs from 8/1/2017 to 8/1/2020. Saddleback College	\$0.00
<u>City of Rancho Santa Margarita</u> Facility Use Agreement – For off campus facility use at the Bell Tower Regional Community Center for Emeritus classes from 8/21/2017 to 12/20/2017. Saddleback College	\$0.00
<u>Crittenton Services</u> Clinical Affiliation Agreement – For on-site internships for students enrolled in the Human Services Program from 8/2/2017 to 6/30/2020. Saddleback College	\$0.00
<u>American Red Cross</u> Independent Contractor Agreement – To hold blood drive mobile events on the IVC campus from 8/25/2017 to 6/30/2019. Irvine Valley College	\$0.00
<u>Irvine Ranch Water District</u> Facilities Use Agreement – To provide a location for the ASG of IVC Executive Cabinet Officers Leadership Training on 8/6/2017. Irvine Valley College	\$0.00
<u>Xerox Corporation</u> Purchase Agreement – To return two defective copiers and receive two upgraded copiers and 11 RFID readers at no additional cost. District Services	\$0.00
<u>Pacific Clinics Recovery Education Institute</u> Clinical Affiliation Agreement – To provide Human Services and Mental Health Worker classes at the Recovery Education Institute in Tustin from 7/1/2017 to 6/30/2018. Saddleback College	\$0.00
<u>Chancellor of the California Community Colleges</u> Professional Services Agreement - For the State Chancellor's office to collect through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District from 10/1/2017 to 9/30/2018. Saddleback College	\$0.00

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 with Southern California Edison

ACTION: Public Hearing

BACKGROUND

On August 21, 2017, the Board of Trustees approved Resolution No. 17-24 declaring its intention to enter into a Grant of Easement with Southern California Edison at the ATEP site and to conduct a public hearing on September 25, 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 and this hearing will provide the public with an opportunity to comment on this proposed easement. The Grant of Easement will allow Southern California Edison to construct, use, operate, reconstruct and maintain underground 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 Southern California Edison, 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.17-28 and Enter into a Grant of Easement with Southern California Edison

ACTION: Approval

BACKGROUND

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

In 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, Southern California Edison (SCE) is requesting to be granted access to the underground communication facilities.

On August 21, 2017, the Board adopted Resolution No.17-24, declaration of intention to enter into a Grant of Easement with SCE for the ATEP site and to conduct a public hearing.

STATUS

Staff and legal counsel worked with SCE to develop the easement documents. SCE's requested easement is described in EXHIBIT B.

Adoption of Resolution 17-28 (EXHIBIT A) will result in the granting of easement to SCE. The grant of easement (EXHIBIT B) will be filed with the Orange County Recorder's Office.

No costs are associated with this proposal.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-28 (EXHIBIT A), to authorize entering into a Grant of Easement (EXHIBIT B) with Southern California Edison over portions of the Advanced Technology and Education Park property for utility purposes.

Resolution No. 17-28

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE DEDICATION OF AN EASMENT TO
SOUTHERN CALIFORNIA EDISON

September 25, 2017

WHEREAS, Southern California Edison (“SCE”) has requested that the South Orange County Community College District (“District”) dedicate an easement to SCE upon a portion of the District’s Advanced Technology and Education Park Site (“Easement”). Legal description and map depicting the location of the Easement is attached hereto as Exhibit “A” and incorporated herein; and

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

WHEREAS, the District desires to provide Easement and right of way to SCE for underground facilities and appurtenances for the electrical supply and communications systems and access purposes to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, pursuant to Education Code section 81311, on August 21, 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. 17-24 (the “Resolution”) declaring its intention to dedicate the Easements; and

WHEREAS, in accordance with Education Code section 81311, the District’s Board fixed September 25, 2017, for a public hearing (“Public Hearing”) upon the question of making the dedications of the Easements to SCE; and

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

WHEREAS, pursuant to Education Code section 81313, on September 25, 2017, at a regular meeting of the District’s Board, the District held a Public Hearing upon the question of making the dedication of the Easement to SCE; and

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

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

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

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on September 25, 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

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 SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME		FIM 40-16D-6 APN 430-283-21	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/BT	DATE 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. "D"

L13

L12

PT. "E"

L11

L10

STRIP #4
6' WIDE

L9

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"

N39°59'51"W
(RAD.)

TPOB
STRIP #1

STRIP #3
6' WIDE

STRIP #2
22' WIDE

PT. "B"

PT. "C"

L3

L2

L7


L8

L6

L5

EXHIBIT "B"

LEGEND

 DENOTES
SCE EASEMENT AREA

POC = POINT OF COMMENCEMENT

TPOB = TRUE POINT OF BEGINNING

VICTORY ROAD
(BELL AVENUE)

S50°48'31"E

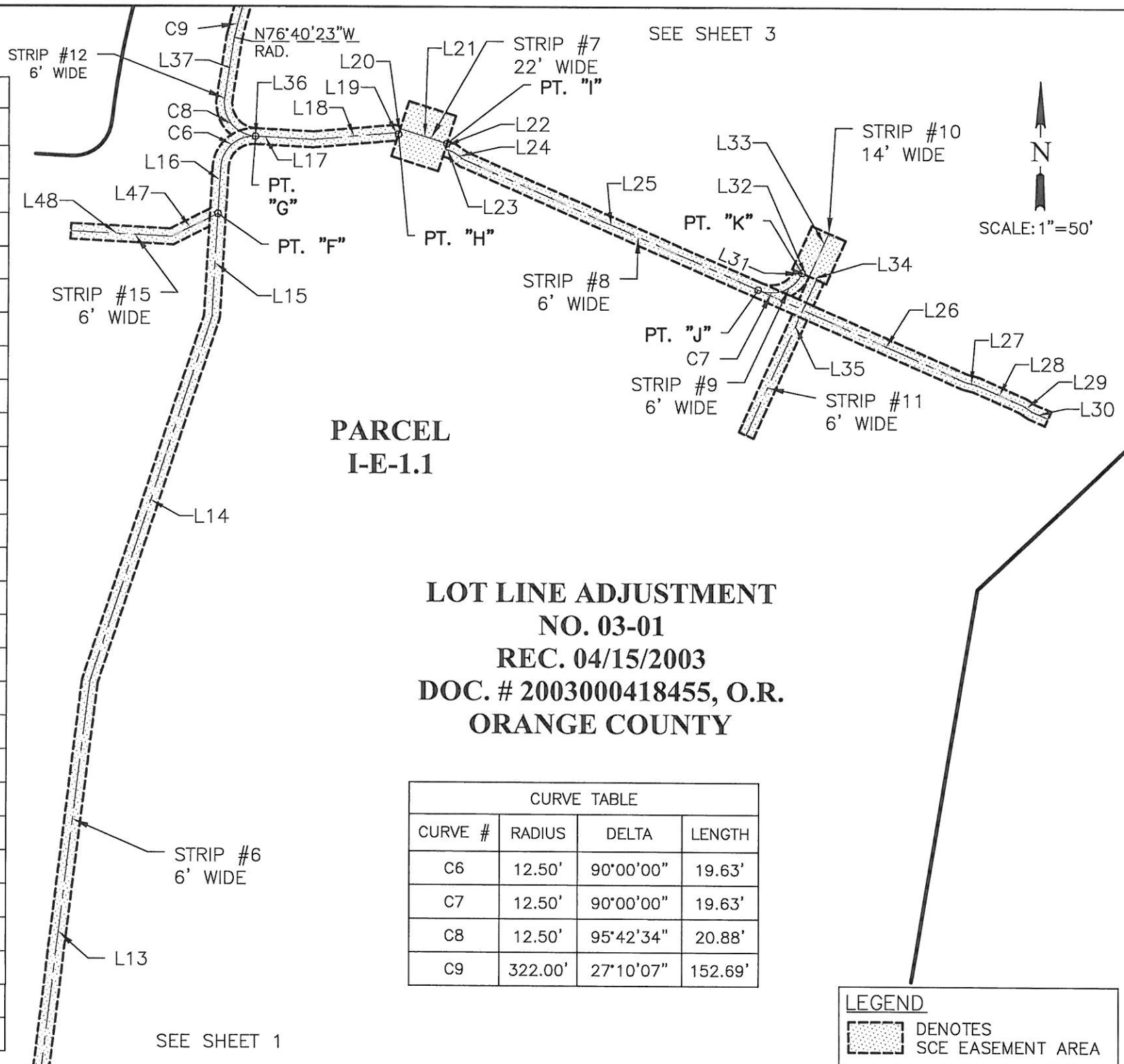
115.89'

213.55'

493.45'

S40°39'15"W

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'





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

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

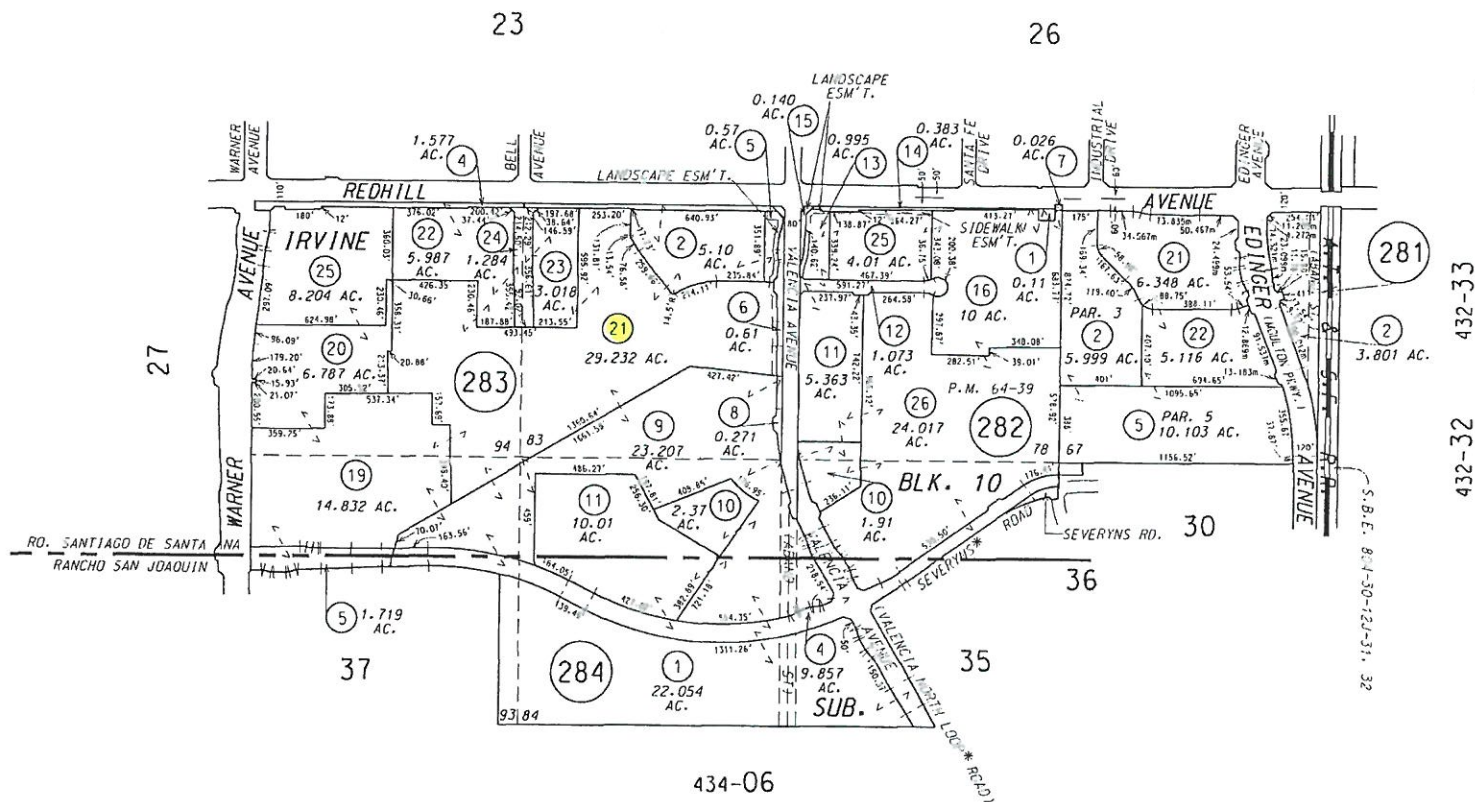
LEGEND

 DENOTES
SCE EASEMENT AREA

SEE SHEET 2

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

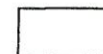
IRVINE SUB.
PARCEL MAP

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 1 Project, Enter into a Grant of Easement with Southern California Gas Company

ACTION: Public Hearing

BACKGROUND

On August 21, 2017, the Board of Trustees approved Resolution No. 17-25 declaring its intention to enter into a Grant of Easement with Southern California Gas Company at the ATEP site and to conduct a public hearing on September 25, 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 and this hearing will provide the public with an opportunity to comment on this proposed easement. The Grant of Easement will allow Southern California Gas Company to construct, use, operate, reconstruct and maintain underground facilities that will service the IVC First Building and 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 Southern California Gas Company, 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.17-29 and Enter into a Grant of Easement with Southern California Gas Company

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 natural gas service to the IVC First Building and future capacity for the ATEP Phase I site, Southern California Gas Company is requesting to be granted access to the underground communication facilities.

On August 21, 2017, the Board adopted Resolution No.17-25, declaration of intention to enter into a Grant of Easement with Southern California Gas Company for the ATEP site and to conduct a public hearing.

STATUS

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

Adoption of Resolution 17-29 (EXHIBIT A) will result in the granting of easement to Southern California Gas Company. 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. 17-29 (EXHIBIT A), to authorize entering into a Grant of Easement (EXHIBIT B) with Southern California Gas Company over portions of the Advanced Technology and Education Park property for utility purposes.

Resolution No. 17-29

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE DEDICATION OF AN EASEMENT TO
SOUTHERN CALIFORNIA GAS COMPANY

September 25, 2017

WHEREAS, Southern California Gas Company has requested that the South Orange County Community College District (“District”) dedicate easement to Southern California Gas Company upon a portion of the District’s Advanced Technology and Education Park Site (“Easement”). Legal description and map depicting the location of the Easement is attached hereto as Exhibit “A” and incorporated herein; and

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

WHEREAS, the District desires to provide Easement and right of way to Southern California Gas Company for underground facilities and appurtenances for the natural gas supply and access purposes to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, pursuant to Education Code section 81311, on August 21, 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. 17-25 (the “Resolution”) declaring its intention to dedicate the Easements; and

WHEREAS, in accordance with Education Code section 81311, the District’s Board fixed September 25, 2017, for a public hearing (“Public Hearing”) upon the question of making the dedications of the Easements to Southern California Gas Company; 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 September 25, 2017, at a regular meeting of the District’s Board, the District held a Public Hearing upon the question of making the dedication of the Easement to Southern California Gas Company; and

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

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

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

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on September 25, 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

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

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

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

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 A 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.

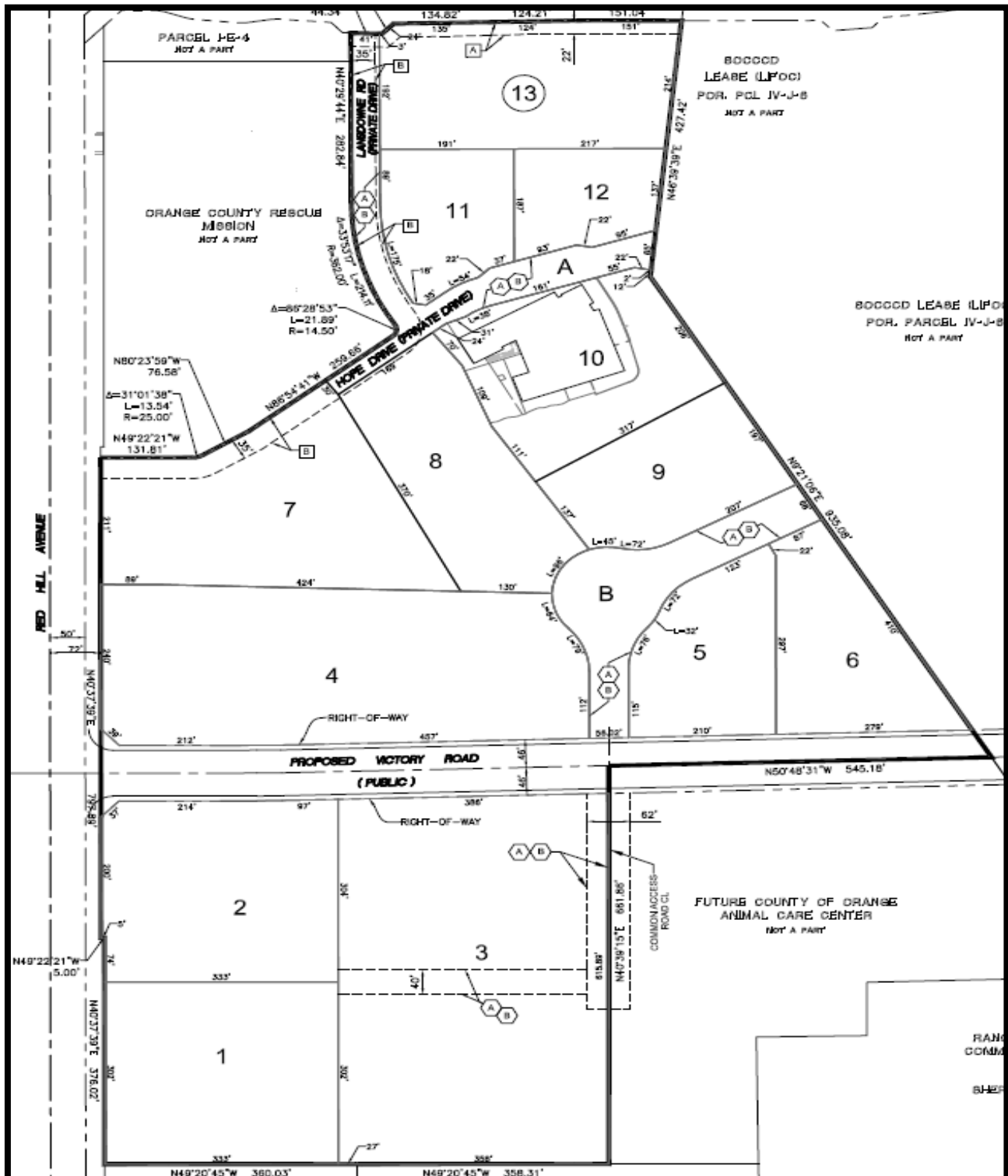
APN: 430-283-21 (ptn) and 430-283-22 and 430-283-23 and 430-283-24

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: Reschedule October 23, 2017 Regular Meeting of the Board of Trustees

ACTION: Approval

BACKGROUND

In accordance with Board Policy 120, Regular meetings of the Board shall normally be held the fourth Monday of the month at Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California.

STATUS

The Board is being requested to revisit the date set for the Regular Meeting scheduled on October 23, 2017 to October 30, 2017, in order that all members may attend.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees reschedule and approve the date for the October 2017 Regular meeting in compliance with Board Policy 120.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Biennial Ethics Training & Trustee Travel and Compensation

ACTION: Approval

BACKGROUND

On June 26, 2014, the Orange County Grand Jury published a report entitled *Community College Trustees: Responsibilities, Compensation and Transparency*. The report focused on three of the four community college districts in Orange County and called for several actions to increase transparency. Rancho Santiago Community College District was not included in the report for reasons that are not known to the other districts. South Orange County Community College District provided a response to the report on August 26, 2014.

STATUS

After careful review of the report, the South Orange County Community College District trustees agreed to take action on several items:

1. Complete a biennial ethics training program to comply with requirements set forth in California Assembly Bill 1234. Two options are available for this training:
 - Online training through the Fair Political Practices Commission (FPPC).
 - Attendance of ethics training offered at various workshops and conferences.

Board members will satisfy the ethics training requirement for the current period before the end of the year.

2. Report the following items annually in September during a public meeting and on the district website:
 - Annual individual travel expenditures of the chancellor and trustees. (Exhibit A)
 - The value of all district compensation received by each trustee during the previous fiscal year. (Exhibit B)

RECOMMENDATION

The interim chancellor recommends approval of the Report of Chancellor and Trustee Travel Expenditures for the period of September 1, 2016 through August 31, 2017 (Exhibit A) and Report of Total Annual Trustee Compensation for FY 2016-17 (Exhibit B). These reports will be posted on the district website.

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

Expenses for Board Members & Chancellor September 1, 2016 through August 30, 2017
Prepared September 8, 2017

Name	Description	Amount Paid	Total by Name
TRUSTEE			
Jay, Barbara J.	CCLC Annual Convention in Riverside, CA (cancelled)	\$425.00	\$425.00
Jemal, Timothy	ACCT Governance Leadership Institute in Washington, DC	\$2,960.50	\$2,960.50
Lang, David B.	None	\$0.00	\$0.00
Larson, Jordan (Student Trustee)	CCLC Student Trustees Workshop in Long Beach, CA	\$977.98	\$977.98
Milchiker, Marcia	ACCT Governance Leadership Institute in Honolulu, HI	\$2,765.54	\$2,765.54
Pendergast, T.J.	None	\$0.00	\$0.00
Whitt, Terri	ACCT Governance Leadership Institute in Washington, DC	\$3,466.63	\$3,466.63
Wright, Jim	CCLC Annual Convention in Riverside, CA	\$368.78	
Wright, Jim	Operation Veteran Center Funding Event in Sacramento, CA	\$971.36	\$1,340.14
	Total Travel: Trustees	\$11,935.79	\$11,935.79
CHANCELLOR			
Fitzsimons, Debra	CCLC Annual Convention in Riverside, CA	\$369.14	
Fitzsimons, Debra	Governor's Proposed Budget Workshop in Sacramento, CA (cancelled)	\$175.00	
Fitzsimons, Debra	SWACC Annual Conference & Board of Directors Meeting in Rancho Mirage, CA	\$426.78	
Fitzsimons, Debra	AGB National Conference on Trusteeship in Dallas, TX	\$4,090.34	
Fitzsimons, Debra	CCLC Annual Trustees Conference in Lake Tahoe, CA (cancelled)	\$695.00	\$5,756.26
	Total Travel: Chancellor	\$5,756.26	\$5,756.26

SOCccd BOARD OF TRUSTEES - ANNUAL COMPENSATION

Employee	Annual Salary - Schedule	Health & Welfare Benefits	Total Annual Compensation
Board of Trustees Member	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
Student Trustee Member	\$ 4,500.00	\$ -	\$ 4,500.00

Employee	FYTD Compensation 2015-2016	Health & Welfare Benefits	Total Fiscal Year Compensation
Timothy Jemal, President	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
James R. Wright, Vice President	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
David B. Lang, Clerk	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
Barbara J. Jay, Member	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
Marcia Milchiker, Member	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
T. J. Prendergast III, Member	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
Terri Whitt, Member	\$ 9,000.00	\$ 24,160.00	\$ 33,160.00
Jordan Larson, Student Member (6/1/17 - 6/30/17)	\$ 375.00	\$ -	\$ 375.00
Johnathan Forde, Student Member (5/1/16 - 4/30/17)	\$ 4,500.00	\$ -	\$ 4,500.00
	\$ 67,875.00	\$ 169,120.00	\$ 236,995.00

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Association of Governing Boards (AGB) John W. Nason Award for Board Leadership Nomination

ACTION: Approval

BACKGROUND

The Association of Governing Boards of Universities and Colleges (AGB) seeks to recognize governing boards that have demonstrated innovation and exemplary leadership by rewarding them with the AGB John W. Nason Award for Board Leadership. Serving at the pinnacle of excellence, these are boards that go above and beyond what boards *should* do, and instead take board-driven measures to advance their institutions in ways that truly matter.

Recipient boards demonstrate:

- Exceptional leadership and initiative;
- Distinct contributions to strengthening governance and trusteeship;
- Unusual courage in the face of difficult circumstances; or
- Significant achievement that benefits the institution, system, or foundation.

Governing and coordinating boards—not individual board members—may claim eligibility. Any AGB member college, university, foundation, system, or coordinating board is eligible. The award will be given to up to three public and three private boards. The recipients will be honored during a special visit to their institutions by AGB's leadership during their spring board meetings and will receive an elegant keepsake for display. Recipients will receive three free registrations to the National Conference on Trusteeship in April, where they will also be recognized at a plenary session. The good work of the recipient boards will also be highlighted across AGB's publications, including features in *Trusteeship* magazine and on AGB.org.

STATUS

To be considered, boards should submit up to a five-page narrative describing a significant role they played in shaping their institution, system, or foundation. The narrative should focus on the board's active role and involvement. Please include:

- The difficult circumstances or significant opportunities that the board faced.
- The plan the board designed within that climate.
- The execution of this plan, including any additional challenges that arose.
- An assessment of the board's contributions.

Complete applications must be received by November 3, 2017. Materials may be submitted via email to awards@agb.org or paper copies sent to:

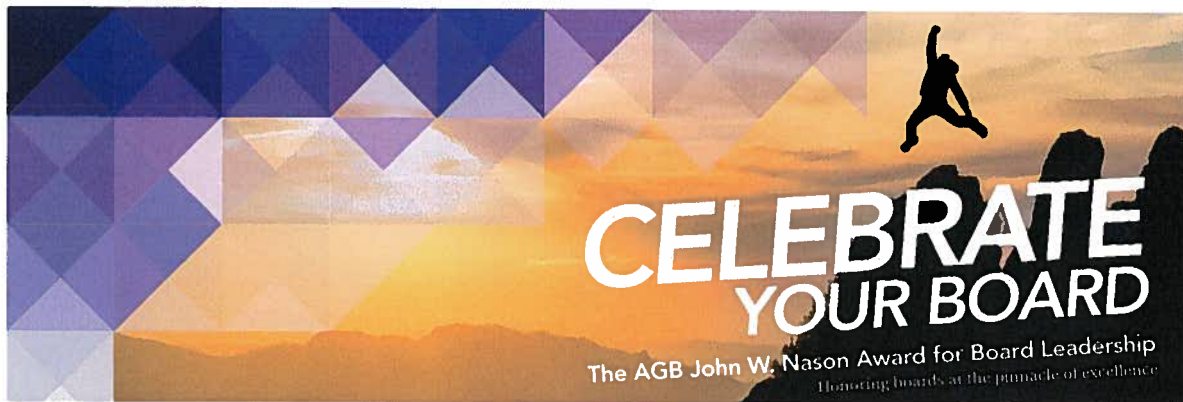
Association of Governing Boards
John W. Nason Award
1133 20th Street, N.W., Suite 300
Washington, D.C., 20036

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

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees determine if they wish to submit an application for the AGB John W. Nason Award for Board Leadership, and, if so, approve the nomination for transmittal to AGB as shown in Exhibit A.

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

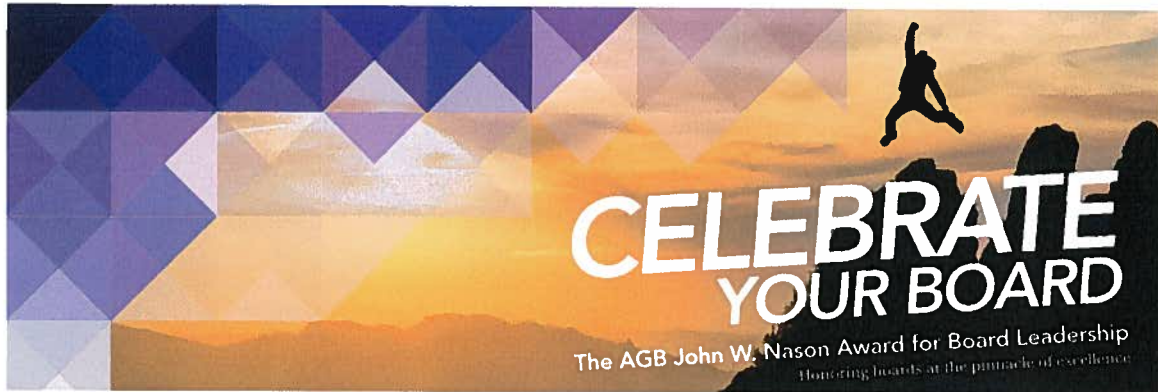


About John W. Nason

John W. Nason (1905–2001) was a higher education leader who served as a pioneer on behalf of the importance of effective good governance. He began his professional life as a philosophy professor and went on to serve as president of Swarthmore College and Carleton College, as well as the president of the Foreign Policy Association. He honored AGB by serving as the director of its Commission on the Future of College and University Trusteeship and made immense contributions to the field of higher education governance and boards, including authoring seven books—two of which are seminal works on the role and responsibilities of college and university board members. Perhaps his greatest accomplishment was serving as chairman of the National Japanese American Student Relocation Council during World War II. Resisting widespread prejudice and rejecting the disruption of higher education for thousands of students, Mr. Nason negotiated the release of interned Japanese-American students and persuaded higher education institutions to allow them to continue their studies. Under his guidance, the council matched more than 4,000 students with campuses across the nation.

© AGB 1133 20th Street N.W., Suite 300 Washington, D.C. 20036 Tel 202.296.8400

Fax 202.223.7053



How to Apply

Any AGB member governing or coordinating board is eligible to apply for the AGB John W. Nason Award for Board Leadership. Either a current member of the board or a professional administrator who works with the board may submit an application. All materials are due by November 3, 2017.

Entry Guidelines

To be considered, boards should submit up to a five-page narrative describing a significant role they played in shaping their institution, system, or foundation. The narrative should focus on the board's active role and involvement. Please include:

- The difficult circumstances or significant opportunities that the board faced.
- The plan the board designed within that climate.
- The execution of this plan, including any additional challenges that arose.
- An assessment of the board's contributions.

Submission Process

Materials may be submitted via email to awards@agb.org or paper copies sent to:

Association of Governing Boards
John W. Nason Award
1133 20th Street, N.W., Suite 300
Washington, D.C., 20036

Deadlines

Complete applications must be received on November 3, 2017.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Criteria and Programming Architectural Services, Steinberg

ACTION: Approval

BACKGROUND

On March 26, 2012, the Board of Trustees adopted a resolution authorizing the use of design-build procurement as a delivery option. On July 17, 2017, the Board of Trustees adopted a resolution authorizing design-build procurement for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project.

STATUS

A criteria architect is necessary to further define project scope and budget, to aid in defining project priorities, and to help develop the requests for qualifications and proposal (RFQ & P) package to select a design-build entity.

On June 27 and July 05, 2017, SOCCCD ran a newspaper advertisement requesting proposals for Saddleback College ATAS Building project, design-build Criteria and Programming Architectural Services. Twenty firms attended the non-mandatory pre-proposal conference. Three firms submitted proposals (EXHIBIT A) meeting the criteria outlined in the RFP and all three firms were invited to interview with members of district services and college facilities departments using an objective measurement process. Staff recommends approval of Steinberg for the Criteria and Programming Architectural Services agreement (EXHIBIT B) in the amount of \$650,000.

Basic aid funds are available in the approved project budget of \$20,545,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Steinberg agreement (EXHIBIT B) for Design-build Criteria and Programming Architectural Services for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project in the amount of \$650,000.

Request for Proposals No. 354D

**Design-Build Criteria and Programming Architect Services
Saddleback College Advanced Technology & Applied Science (ATAS) Building Project**

September 25, 2017

<u>COMPANY NAME</u>	<u>CITY</u>	<u>CONTACT</u>
*Steinberg	Los Angeles, CA	Rob Barthelman
Lionakis	Newport Beach, CA	Steven Kendrick
Little Diversified Architectural Consulting, Inc.	Newport Beach, CA	Rita Carter

***Recommended Award**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**DESIGN BUILD CRITERIA ARCHITECTURAL SERVICES AGREEMENT
SADDLEBACK COLLEGE ADVANCE TECHNOLOGY AND APPLIED SCIENCES (ATAS) BUILDING PROJECT
STEINBERG**

September 25, 2017 – November 25, 2021

This AGREEMENT is made and entered into this 25th day of September in the year 2017 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Steinberg, 523 W. 6th Street, Suite 245, Los Angeles, CA 90014, (213)629-0500, hereinafter referred to as "ARCHITECT". DISTRICT and ARCHITECT are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the DISTRICT is a community college DISTRICT organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for professional services in the field of architecture;

WHEREAS, DISTRICT desires to obtain architectural professional services for Criteria Architectural Services for Design-Build procurement, assistance with Request for Proposals development, Project design oversight and construction observation as more fully defined per Article 2 and Attachment A, for the Saddleback College Advanced Technology & Applied Science (ATAS) Building, 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, ARCHITECT'S employees and ARCHITECT'S sub-consultants as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** The 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 the 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 principal –in-charge, one project manager/project architect, one director of educational design, one interior design principal, one BIM director and one programmer & active learning specialist. The ARCHITECT shall designate Rob Barthelman, as Project Executive, and a management team of Joseph Sion as Project Manager/Project Architect and Sean Rosebrugh as Director of Educational Design. 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 ten 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 for any sub consultant must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of Architect to Other Project Participants.** ARCHITECT’S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Design Build Entity; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with quality control, bidding and/or construction of the PROJECT. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall mutually coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **Project Schedule.** The ARCHITECT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT’S approval a schedule for the performance of the ARCHITECT’S services. The schedule may be adjusted as the PROJECT proceeds by mutual written AGREEMENT of the Parties and shall include allowances for time required for the DISTRICT’S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
- 1.7. **Exclusion for Design-Build Participation.** The ARCHITECT acknowledges that pursuant to California Education Code section 81703(c)(2)(A), the scope of work and services rendered under this AGREEMENTS will render ARCHITECT ineligible and will prohibit participation as a member of a proposing Design-Build Entity or any work on the PROJECT(s) as a subcontractor or sub consultant.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT’S services consist of those described in Article 2 and further delineated in Attachment A, and include structural, civil, mechanical, electrical, plumbing, furniture, fixtures & equipment (FF&E), AutoCAD & BIM operator, landscape engineering

services, tree arborist, athletic facilities design consultant, scheduling and cost estimating services.

- 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. The District acknowledges that such coordination responsibility shall be mutual and reciprocal among the parties mentioned in this section.
- 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 review existing conditions or facilities and make recommendations to include additional documents if deemed appropriate in order to acquire a comprehensive proposal from the Design-Build Entity.
- 2.5. **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. **Criteria Phases.**
 - a. **Programming Development Services.** Programming Development services will produce a reasonable complete and accurate set of programming documents sufficient to allow the DISTRICT to evaluate the PROJECT and to make associated funding decisions.
 - b. **Design-Build RFQ & P Documents.** Based on the approved criteria and programming developed by ARCHITECT, and any adjustments authorized by the DISTRICT, the ARCHITECT shall assist the District with the preparation of, for approval by the DISTRICT, a Design-Build Entity Request for Qualifications and Proposal. Documents consisting of narratives, limited drawings and other documents will describe the size and requirements of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
 1. **Review and Update Existing Technical Specifications.** Meet with college facilities for no less than two eight hour sessions to review existing technical specifications. Ensure that appropriated sub consultants are present during the various discipline reviews.

- 2.7. **Coordination for Government Authorities.** The ARCHITECT shall participate in all reviews 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 participate in a final design review conference to be attended by the DISTRICT, the Design Build Entity 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 review 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 participate in 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. 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. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT using previous RFQ & P Design Build Entity documents as a basis and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary Criteria and Programming documents for Design-Build Entity procurement for the PROJECT.
- 2.11. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, and ARCHITECT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.12. **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.
- 2.13. **Construction Cost.** The ARCHITECT shall submit to the DISTRICT a written probable statement of cost for the construction of the PROJECT and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The cost evaluation by the ARCHITECT represents the ARCHITECT'S best judgment as a professional familiar with the construction industry.
- 2.14. **BIM.** The ARCHITECT shall participate in the development of Building Information Modeling (BIM) using Revit standards. Using the DISTRICT'S existing documents as a baseline:
- a. The ARCHITECT shall review/ modify, if needed, standards for :
 - 1. Model origin, grid and units
 - 2. Information sharing and saving
 - 3. Clash detection
 - b. The ARCHITECT shall review/ modify, if needed, standards for model development including but not limited to:
 - 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. Uses for the model will be fully developed during development of BIM standards.
- 2.15. **Sustainability.** The PROJECT shall be programmed in accordance with the district sustainability requirements. If DISTRICT pursues certification, paperwork shall be complete by the Design-Build Entity. Commissioning and Energy Modeling are outside the parameters of this AGREEMENT and will be services employed by the DISTRICT.
- 2.16. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to the PROJECT. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be included in the Design-Build RFP.
- 2.17. **Coordination for Geological Report.** Not Used.

- 2.18. **Bid Prep.** The ARCHITECT shall assist with the preparation of all necessary information and forms required by the DISTRICT to arrive at a complete RFQ & RFP for Design Build Entity services. The ARCHITECT shall assist the DISTRICT in finalizing the technical specifications, which include a requirement that the Design Build Entity provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems.
- 2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT'S approval of the RFQ & RFP Documents shall assist the DISTRICT in obtaining proposals for the PROJECT.
- 2.20. **Proposal Submittal Participation.** The ARCHITECT shall assist the DISTRICT during the proposal review, interview evaluations, and recommendations to the Board of Trustees including Board presentation, as requested.
- 2.21. **FFE Selection and Procurement.** The ARCHITECT shall provide interior design and other similar services required for or in connection with confirmation that the defined program space meets desire seat count in relationship to accessibility, furniture, furnishings and related equipment.
- 2.22. **Design-Build Entity Oversight.** The ARCHITECT, following the DISTRICT'S approval of the Criteria Documents and Request for Proposal documents, shall:
- a. Assist the DISTRICT in oversight of the Design-Build entity for the PROJECT during design and plan approval by the authorities having jurisdiction.
 - b. Provide oversight of the Design-Build entity during the phases of construction and closeout.
- 2.23. **Punch and Close Out.** 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 the PROJECT with the Division of the State Architect. The ARCHITECT shall work with the DISTRICT and their consultants to assist with the close out of the PROJECT. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.
- 2.24. **Submittals.** The ARCHITECT shall review and recommend to district appropriate action upon Design Build Entity's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the RFQ & P documents. 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 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 contract.
- 2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Design Build Entity and recommend acceptance by the DISTRICT for any changes to the original documents.

- 2.26. **Collaborative Representative.** The ARCHITECT, shall collaborate with the DISTRICT'S consultants 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.
- 2.27. **Site Visits.** The ARCHITECT shall visit the site not less than every 2-weeks while work is in progress, and as often as necessary and appropriate to the stage of construction, to visit 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 program and criteria documents.
- 2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.29. **Review of Payment.** The ARCHITECT shall review the amounts due the Design Build Entity. The ARCHITECT'S review for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the program and criteria documents and that the Design Build Entity is entitled to payment in the amount requested.
- 2.30. **Reject Work.** The ARCHITECT shall recommend DISTRICT reject work which does not conform to the program and criteria documents.
- 2.31. **Change Orders.** The ARCHITECT shall review change orders with supporting documentation and data and recommend DISTRICT'S approval and execution in accordance with the program and criteria documents.
- 2.32. **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 Design Build Entity relating to the execution or progress of the work as provided in the program and criteria documents.
- 2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date of substantial completion and the date of final completion and recommend DISTRICT issue a final certificate for payment upon compliance with the requirements of the program and criteria documents.
- 2.34. **Record Drawings.** ARCHITECT shall review CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Design Build Entity to the ARCHITECT in compliance with the requirements of program and criteria documents.
- 2.35. **Punch List.** The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Design Build Entity's request for a punch list walk and terminates at the Final Completion of the PROJECT in compliance with the requirements of program and criteria documents.

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 for Additional Services. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT'S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of the programming including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule.
 - c. **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 Design-Build Entity's contract.
 - d. **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a Party thereto.

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 50 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 November 25, 2021. The ARCHITECT'S contract terminates at completion of the warranty walk.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.4. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
- a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT'S employees or ARCHITECT'S subcontractor's employees arising out of ARCHITECT'S work under this AGREEMENT; and
 - b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent 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 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 (b) and (c) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- 5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the DISTRICT.
- 5.4. **Insurance Evidenced.** Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)

Professional Liability	One Million (\$1,000,000) per claim in the
General and Auto Liability	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.	Phase 1: Design-Build Criteria Architect	\$275,000
	Programming/Pre-Criteria Design, Criteria Design, Code Analysis, Site Analysis, etc.: 42%	
b.	Phase 2 - Design-Build Selection & Oversight	\$ 60,000
	RFQ/RFP Process for Design Build Team Selection: 9%	
c.	Phase 3 - Review of DB Team Documentation	\$185,000
	Thru DSA Approval: 28%	
d.	Phase 4 - Construction Observation	\$100,000
	thru DSA Closeout: 15%	
e.	Reimbursable Cost: 2%	\$ 10,000
f.	District Controlled Contingency : 4%	\$ 20,000

TOTAL	\$650,000
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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 and Close-out 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 consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT'S Services will be reimbursed.
- 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 Design-Build Entity.
- 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. **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.
- 6.10. **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.
- 6.11. **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 foregoing 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 BIM software and shall deliver electronic copy via a flash drive in both the software format and PDF format upon completion. If work is terminated prior to completion, 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. 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. However, in no event shall ARCHITECT be responsible for liquidated or consequential damages other than as expressly set forth in this agreement.

ARTICLE 9 DISPUTES, MEDIATION, 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 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.
- 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 other than as expressly allowed by the termination provisions provided for herein. 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:

Nawar Al Juburi, Project 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

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:
- | | |
|---|---|
| <u>DISTRICT</u>
Nawar Al Juburi
Project Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
naljuburi@socccd.edu | <u>ARCHITECT</u>
Rob Barthelman
Principal –in-Charge
Steinberg

523 W. 6th Street, Suite 245
Los Angeles, California 90014
rbarthelman@steinberg.us.com |
| <u>COPY</u>
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.

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

ARCHITECT
Steinberg

DISTRICT
South Orange County Community College District

Rob Barthelman
Principal-in-Charge

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

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(Date)

Click here to enter text. _____

(Date)

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(Taxpayer number)

Attachment A Responsibilities and Services of Architect

Attachment B Criteria and Billing for Extra Work

Attachment C Draft Programming

Attachment D Draft Preliminary Project Schedule

ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

The project consists of the following:

Phase 1 - Design-Build Criteria Architect: including, but not limited to: Programming/Pre- Criteria Design, Criteria Design, Code Analysis, Site Analysis, etc. Phase 2 - Design-Build Selection & Oversight: including, but not limited to: RFQ/RFP Process for Design Build Team Selection Phase 3 - Review of DB Team Documentation thru DSA Approval Phase 4 - Construction Observation and DSA Closeout.

A. SPECIFIC SERVICES

In addition to the services identified in the General Service portion of this attachment, ARCHITECT will provide all professional services necessary for completing the following:

Architectural services for the construction of the Advanced Technology & Applied Science (ATAS) Building at Saddleback College. This will be a new building constructed at the location of the existing Tennis Courts. The building is anticipated to be a 45,000 G.S.F. LEED Gold equivalent building serving Architecture, Drafting, Electronics, Environmental Studies, Graphics Design, Horticulture, Labs, Conference Rooms, Administration and Faculty Offices. Furthermore, connecting the new building to the campus central plant, site & building utilities, paths of travel, landscaping, parking, and any other code requirements for a stand-alone building on the campus grounds. In addition to the scope outline above, the scope of this project will include demolition of the existing Technology & Applied Science (TAS) Building, relocation of active utilities, construction of new eight tennis courts on a new location on campus, and potential of new parking lot at the current TAS Building site. The programming effort includes an evaluation of the impact of the proposed new facilities on the college's capacity-to-load ratios and an estimate of probable cost of the resulting program.

The Criteria Architect will be responsible for the following:

1. Facilitate meetings with Campus and District faculty and staff to define the final project scope within the parameters set forth in project schedule, cap-load-ratio impact, and the construction costs and project budget
 - a. Review draft programming to obtain understanding of objectives and to ensure alignment with construction budget
 - b. Develop detailed space analysis and aesthetic minimums utilizing Building information Modeling (BIM).
 - c. Analyze building type, i.e. wood frame, steel frame, etc.
 - d. Review and update the existing pre-previewed technical specifications, Campus Standards, with Maintenance and Operations Staff, College IT, and Campus Police to align with current needs. Review and update Design Build Entity Request for Proposal documents, General Conditions & Division 1, with District Staff to align with the current needs.
2. Provide a statement of probable construction cost that demonstrates that this project will fall within the project construction budget based on the construction schedule provided by the DISTRICT.

3. In conjunction with the District consultants provide an understanding of the environmental work scope involved and define inter-agency coordination expectations.
4. In conjunction with the District consultants, provide an understanding of all utility connections required and define inter-agency coordination expectations.
5. Define existing conditions for all associated utility runs and points of connection required, determine if existing capacity is sufficient including Campus Central Plant, and provide anticipated point of connections.
6. Assist with development of criteria for Design-Build Entity pre-qualification questionnaire, evaluation factors, scoring and ranking methodology.
7. Assist the District to develop Design-Build RFP Criteria documents and assist with bid, evaluation and selection process. This includes the development of the Criteria documents for the new Tennis Courts, the demolition scope for the existing TAS Building and potential of new parking lot at the current TAS Building site.
8. Participate in the Design Phase with the District and the Design-Build Entity to ensure that all RFP requirements are incorporated into the project design, ensuring that program and technical specifications are being adhered to.
9. Participate in the Construction Phase with the District and the Design-Build Entity to ensure there are no deviations from the program and technical requirements established in the DSA approved construction documents.

It is expected that the Criteria Architect, working in conjunction with the District, will assist with this project from the pre-design phase through submission to the Division of the State Architect (DSA) by the successful Design-Build Team, and provides observation of the project during construction and close-out phase, including final DSA Certification. The preliminary project schedule can be found on Attachment E.

B. GENERAL SERVICES

ARCHITECT agrees to provide the services described below:

1. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.
2. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.
3. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this AGREEMENT and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.
4. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, designs, drawings, specifications and other services furnished by ARCHITECT under this AGREEMENT. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, design, drawings, specifications and other services.

5. Be responsible for understanding the design and the layout parameters of data and phones using DISTRICT established standards. The coordination effort shall include philosophy for location and routing of the raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone and data system parameters.

6. Develop a grading and drainage approach showing proposed site development aligning with the latest storm water run-off best practice. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the ARCHITECT.

7. ARCHITECT to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the DISTRICT on-site property. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing PROJECT utilities and recommend improvements sufficient to support the PROJECT.

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

9. 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.

10. The total fee stated in this contract includes the fees for all sub consultants providing services associated with the scope of services in this contract, as well as the ARCHITECT'S overhead and profit.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

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

1. Participate in a PROJECT kick-off meeting to include the ARCHITECT'S sub-consultants, and DISTRICT staff.

a. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT to each other defining roles and responsibilities relative to the PROJECT.

b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.

c. Review and explain the overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT.

- d. Review and explain the task analysis and PROJECT work plan for all Parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- e. Review documentation of the PROJECT kick-off meeting prepared by the ARCHITECT and comment prior to distribution.

DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
3. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.
 - a. Work with the DISTRICT to define and develop the operational and programming needs specifically for the new facility. Attachment C and D provide a suitable example of the level of detail that will be required.
 - b. Collect data of the needs of the users and students to be served.
 - c. Facilitate consensus building of key stakeholders, to be identified by DISTRICT, to ensure the Design-Build Entity understands their perspectives and provides adequate support for the facility.
 - d. Develop an operational summary describing each of the facility areas' operational philosophy and principles; activities and their detailed sequence, location of adjacent areas and any access / circulation / requirements/ restrictions.
 - e. Provide architectural programming planning sessions with key stakeholders to obtain information on the goals of each functional component, specific activities to be carried out by the staff in each component, the services to be provided, service delivery methods, the number of occupants in each component/space, the functional relationships between components, space needs, special services and any shared services among components in addition to security needs, specialty equipment; defining materials and quality standards.

SITE PLANNING

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

1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, and views to and from the proposed site, current site usage and potential for future development and facility expansion.
2. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.
3. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.
4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

CRITERIA DOCUMENT DEVELOPMENT

Work with DISTRICT and other DISTRICT consultants such as Design-Build Project Consultant and Design-Build Legal Counsel in the development of the Design-Build Entity Request for Proposal and all associated documents. Criteria documents will include the following and have been separated by those that proposed to be developed by the Criteria and Programming Architect and those proposed to be incorporated into the RFP from work performed by others:

Description

Responsibility

Criteria Architect

Design Criteria & Guidelines	Criteria Architect
Technical Specifications	Criteria Architect
Space Programming	Criteria Architect
FF&E Scope of Services	Criteria Architect
(Review to ensure S.F. meets access requirements)	
Project Description and Criteria	Criteria Architect
Review & Update BIM Standards	Criteria Architect
Review & Update Sustainability Standards	Criteria Architect
Design-Build Entity's Reference Documents	Design-Build Project Consultant, District, and Criteria

DISTRICT

Topo Survey & Geotechnical Report	District
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Description

Master Plan
Utility Survey Information
Districtwide Standards
Technical Hazardous Building Material Abatement Specifications
Entry to Property Agreement
Design-Build Entity's Reference Documents

Responsibility

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

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

Design-Build Project Consultant

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

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

Design-Build Legal Counsel

Design Build Contract & General Conditions
Non Collusion Declaration
Proposal, Performance and Payment Bond
Letter of Organization
DVBE Requirements
Rules for Interviews and Negotiations

Design-Build Legal Counsel
Design-Build Legal Counsel
Design-Build Legal Counsel
Design-Build Legal Counsel
Design-Build Legal Counsel
Design-Build Legal Counsel, Design-Build
Project Consultant, District
Design-Build Legal Counsel

Evidence of Insurance, including E&O

SPECIFICATION REVIEW AND UPDATE

Review and update existing specifications which will be used for the proposed facility. The development of the specifications should incorporate or be based upon completion of the following tasks:

1. Review and update Technical Specifications/ Standards for the Design Build Entity RFP.
 - a. Meet with college facilities and DISTRICT project managers anticipated for two, eight hour sessions to review accuracy and currency of existing specification.
 - b. Determine if any specification sections are missing. Prepare and develop missing sections. Ensure formatting is consistent with other sections.
2. Determine which technical specifications apply to this PROJECT. Remove sections that clearly will not be a part of the work
3. Review and comment on DISTRICT prepared General Conditions and Special Conditions - part of the Request for Proposals (RFP) seeking D-B Entity Teams.

- a. Review checklist for permit and approvals.
- b. Recommend scheduling and phasing considerations

PROBABLE CONSTRUCTION COST

Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT. Probable costs prepared by the ARCHITECT:

1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.
2. Contingencies for design or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
3. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category, or other format pre-approved by the District.
4. One week or more prior to the submittal of documents, the ARCHITECT'S proposed cost format must be submitted to the DISTRICT for review and approval.
5. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT'S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
6. Structural, civil, mechanical, electrical, plumbing, furniture, fixtures & equipment (FF&E), AutoCAD & BIM operator, landscape engineering services, tree arborist, athletic facilities design consultant, scheduling and cost estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

PROPOSAL SUBMITTAL REVIEW PROCESS

Assist with selection procedures and participate in review of proposal submittals:

1. Participate in pre-proposal meeting with competing D-B Entity Teams and assist DISTRICT with issuing any clarification documentation.
2. Assist DISTRICT with the evaluation of the D-B Entity Teams' submissions including proposal review and participation in scheduled interviews with D-B Entity Teams for the purpose of selection.
3. Review and comment on the D-B Entity teams' proposed PROJECT budget and schedule. Make recommendations.
4. Join in Board of Trustee presentation, if requested.

PROJECT DESIGN OVERSIGHT

Provide oversight during the design phase to ensure that project criteria and project intent are being met:

1. Assist DISTRICT with establishing a schedule of milestones for the selected D-B Entity Team that indicates when progress submissions are to be made to DISTRICT.
2. Attend validation meeting that will occur within two weeks of award to design-build entity.
3. Attend periodic design meetings, as requested, to provide oversight during D-B Entity Team's Design Development for conformance with the Request for Proposal (RFP) document.
4. Participate in formal reviews of the D-B Entity Team's building design submittals for the PROJECT for conformance with the program and RFP requirements, and advise DISTRICT in writing of same.
 - a. The formal reviews are anticipated:
 - i. At the end of the D-B Entity Team's Schematic and 50 % & 100 % Design Development phases.
 - ii. At approximately 50% and 95% completion (DSA Submittal of D-B Entity Team's Construction Documents including the PROJECT Manual (specifications),
 - iii. After DSA redlines have been address and before any construction begins.
5. Each of these reviews will be followed up with a report and informational meeting with DISTRICT to discuss the findings, and then a subsequent meeting, if necessary, with the D-B Entity Team to convey same.
6. The final review will incorporate a follow-up check, prior to construction starting, to assure that the review comments are incorporated in the D-B Entity Team's Final Construction Documents.
7. Review Design Build Entity interior design and other similar services required for or in connection with color coordination including furnishing. Review template floor plan to ensure that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

CONSTRUCTION OBSERVATION

1. Attend pre-construction meeting, conducted by the D-B Entity Team to confirm DISTRICT expectations and to monitor the course of action to be taken to achieve the construction schedule requirements.

2. Review and comment on select alternative submittal items for conformance with RFP, periodic payment requisitions, requests for design-build agreement amendments and items prerequisite to PROJECT close out.
3. Provide construction observation services at the PROJECT site every 2-weeks during the construction progress meetings to monitor and observe the work in progress, evaluate compliance with D-B agreement, RFP and construction documents and report findings to DISTRICT.
4. Visit the facility with the D-B Entity Team, DSA, DISTRICT and other state agencies prior to completion, and develop a punch list of items to be completed. Monitor the incomplete work and the corrected work through final acceptance and through the completion of all incomplete work and correction of defective work identified in the punch list and/or in the Certificate of Acceptance issued by DISTRICT to the Design-Builder.
5. Review the D-B Entity Team's applications for payment and provide recommendation for approval or disapproval.
6. Attend PROJECT close out meetings. Design-Build Entity will be responsible to develop initial punch list. This will be followed by a punch list walk performed by the D-BCA who will provide a final punch list identifying items, if any, for completion and items stated in the Certificate of Acceptance for completion or correction, as the case may be.
7. Assist with the processing of all close out documents in accordance with DISTRICT PROJECT close out procedures.

MEETINGS

It is anticipated that approximately one meeting every 2-weeks will be convened between the DISTRICT and the ARCHITECT. These meetings will not exceed one day in duration and will be held on the PROJECT'S location or another DISTRICT determined location. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions may constitute a change in the scope of services of the ARCHITECT.

DELIVERABLES

1. ARCHITECT shall provide to the DISTRICT the following quantities of materials resulting from the work of the PROJECT:

3 hard copies and 2 electronic copies, one editable and one pdf, of all final reports. Examples include a written program prepared by ARCHITECT that incorporates the DISTRICT'S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations, if appropriate.

3 copies of Site Plan

3 copies of PROJECT Probable Cost

1 copy of Information Checklist

2. ARCHITECT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.

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.

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 subject to revision 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 AVE) for the geographical area of the ARCHITECT and each sub-consultant involved in the PROJECT.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Principle	\$230 - \$375
Design Director	\$210
Technical Director	\$210
Senior Project Manager	\$210
Senior Project Architect	\$200
Project Manager	\$190
Senior Designer	\$180 - \$200
Project Architect	\$170
Senior Job Captain	\$145
Job Captain	\$130

Designer	\$115
Administrative	\$100
Intern	\$70

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Structural Engineers ** Walter P. Moore

Senior Principal	\$300
Principal	\$250
Senior Project Manager	\$200
Senior Quality Control Engineer	\$170
Project Manager	\$160
Design Manager	\$160
Senior Engineer	\$150
Engineer	\$130
Graduate Engineer	\$110
Intern Engineer	\$70
Senior CAD Designer	\$140
Senior CAD Technician	\$110
CAD Technician	\$90
Senior Field Representative	\$90

Mechanical / Electrical & Plumbing Engineers ** P2S Engineering

Principal Engineer	\$283
Engineer Grade 05	\$236
Engineer Grade 04	\$229
Engineer Grade 03	\$197
Engineer Grade 02	\$181
Engineer Grade 01	\$161
Design Engineer Grade 05	\$197
Design Engineer Grade 04	\$181
Design Engineer Grade 03	\$161
Design Engineer Grade 02	\$142

Design Engineer Grade 01	\$126
Design Grade 04	\$135
Design Grade 03	\$126
Design Grade 02	\$116
Design Grade 01	\$110
CAD/BIM Designer Grade 04	\$111
CAD/BIM Designer Grade 03	\$102
CAD/BIM Designer Grade 02	\$90
CAD/BIM Designer Grade 01	\$82
Project Assistant	\$82

Civil Engineers ** PSOMAS

Principal	\$200 - \$275
Project Manager / Director	\$160 - \$245
Project Engineer / Senior Project Engineer	\$140 - \$185
Senior Project Surveyors	\$140 - \$185
Senior Planner / Planner	\$125 - \$170
Civil Engineer Designer & Engineer	\$85 - \$140
Surveyor	\$105 - \$165
Drafter & Design Drafter	\$95 - \$135

Landscape Architects ** Brightview Design Group

Vice-President	\$225
Principal	\$200
Associate Principal	\$170
Associate	\$150
Senior Designer	\$125
Project Designer	\$115
Designer	\$95
Admin / Clerical	\$75

Estimator ** Rider Levett Bucknall

Principal / Cost Estimator	\$175
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Acoustics & Vibration Consultant ** Colin Gordon Associates

Principal Consultant	\$300
Senior Consultant	\$250
Consultant I	\$175
Consultant II	\$150
Technical Assistant I	\$125
Technical Assistant II	\$100
Staff Assistant	\$100

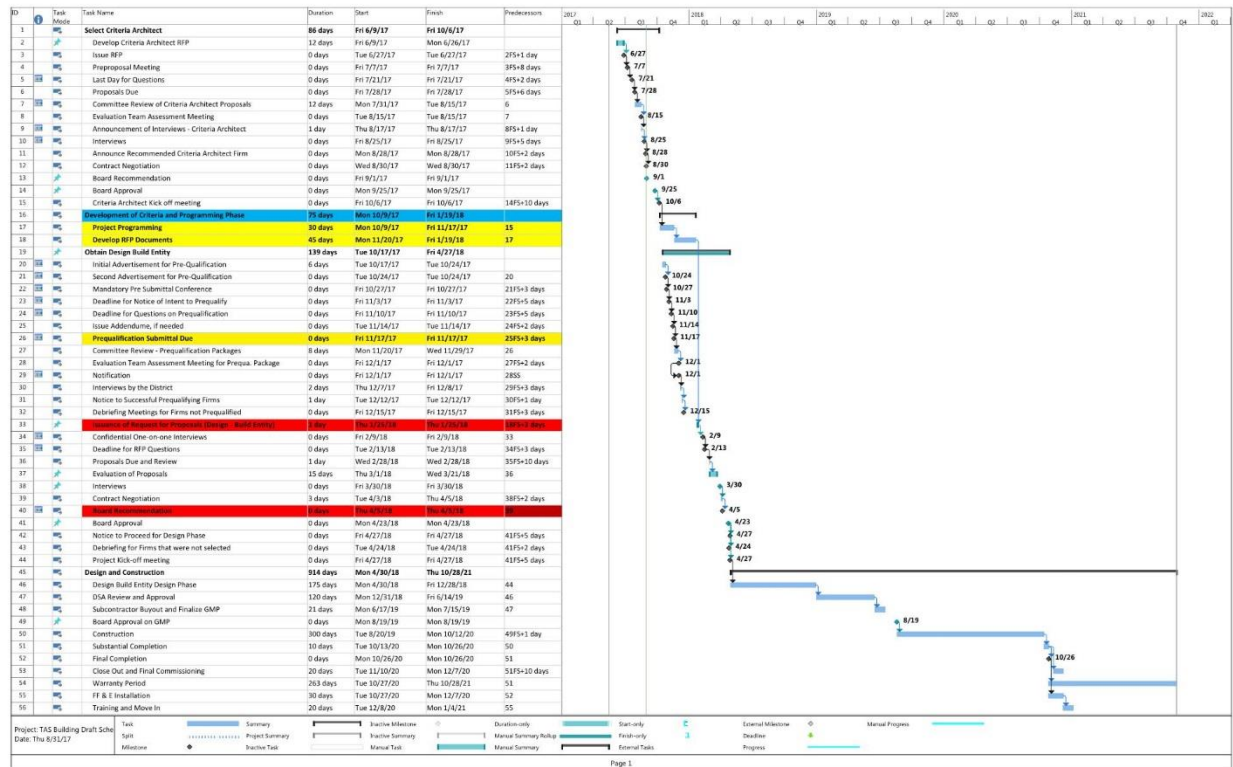
** Indicates 10% administrative mark-up has been applied

ATTACHMENT C - DRAFT PROGRAMMING

ATAS Building - Draft Programming											
Prefix	Original or Reno Room Number	Suffix	Room Use Code	Room Use	TOP/CSS Code	TOP/CSS	Existing Building ASF	Renovated Building ASF	Proposed Building ASF	Growth	
General											
TA	226		210	Class Lab	99	General Assignment/MAC/PC Lab	1,010	1,042	1,350		
New	-		110	Classroom	99	General Assignment	-	-	720		
New	-		710	Data Processing/Computer	99	General Assignment/General Computer Lab	-	-	900		
							1,010	1,042	2,970	1,960	
Electronics											
TA	220		110	Classroom	99	General Assignment	597	-	720		
TA	219		210	Class Lab	934	Electronics and Electric Technology	892	1,045	1,800		
TA	221		210	Class Lab	934	Electronics and Electric Technology/	910	966			
							2,399	2,011	2,520	121	
Architecture and Drafting											
TA	216		210	Class Lab	953	Drafting Technology/Architecture	1,364	1,375	1,680		
TA	218		210	Class Lab	953	Drafting Technology/Architecture/Windows Lab	1,301	1,308	1,680		
New	-		210	Class Lab	953	Drafting Technology	-	-	1,680		
New	-		210	Class Lab	953	Drafting Technology	-	-	2,100		
TA	227 A		215	Class Lab Service	953	Drafting Technology	-	65			
TA	217		215	Class Lab Service	953	Drafting Technology/Workroom	241	159			
							2,906	2,907	7,140	4,234	
Horticulture											
TA	228		210	Class Lab	0109	Horticulture/ Shared with Arch	1,235	1,100	2,300		
TA	228 A		215	Class Lab Service	0109	Horticulture	-	145			
							1,235	1,245	2,300	1,065	
Graphic Arts and Design											
TA	108		210	Class Lab	1030	Graphic Arts and Design/Multi Use: Classroom, Drawing	948	1,020	1,800		
TA	113		210	Class Lab	1030	Graphic Arts and Design/ Production	1,091	742	1,800		
TA	114		210	Class Lab	1030	Graphic Arts and Design/Press Lab	1,305	1,200	1,800		
TA	115		210	Class Lab	1030	Graphic Arts and Design/Computer-Typeset	393	400			
TA	118		210	Class Lab	1030	Graphic Arts and Design	738	-			
TA	108 A		215	Class Lab Service	1030	Graphic Arts and Design	-	90	Renov. joined 113		
TA	113 A		215	Class Lab Service	1030	Graphic Arts and Design	153	-			
TA	113 B		215	Class Lab Service	1030	Graphic Arts and Design	101	-			
TA	113 C		215	Class Lab Service	1030	Graphic Arts and Design	102	-			
TA	114 A		215	Class Lab Service	1030	Graphic Arts and Design/Press Lab Storage	-	95			
TA	117		215	Class Lab Service	1030	Graphic Arts and Design/Tool Storage	397	200			
							5,228	3,747	5,400	172	
Environmental Studies											
New	-		110	Classroom	99	General Assignment	-	-	720		
TA	225		210	Class Lab	0302	Environmental Studies	903	903	1,650		
TA	116		210	Class Lab	0302	Environmental Studies/Shared with MST	745	1,054			
TA	224		215	Class Lab Service	1001	Physical Sciences, General/ Supplies	187	322			
							1,835	2,279	2,370	535	
Rapid Tech Manufacturing											
TA	239		210	Class Lab	0956	Manufacturing Tech	-	1,050	2,700		
							-	1,050	2,700	2,700	
Office											
TA	119		310	Office	999	Other Engineering & Related Industrial Technology	101	101	1,960		
TA	120		310	Office	999	Other Engineering & Related Industrial Technology	104	104			
TA	207		310	Office	999	Other Engineering & Related Industrial Technology	191	196			
TA	211		310	Office	999	Other Engineering & Related Industrial Technology	114	106			
TA	212		310	Office	999	Other Engineering & Related Industrial Technology	170	164			
TA	214		310	Office	999	Other Engineering & Related Industrial Technology	113	113			
TA	215		310	Office	999	Other Engineering & Related Industrial Technology	111	112			
TA	217 A		310	Office	999	Other Engineering & Related Industrial Technology	120	89			
TA	217 B		310	Office	999	Other Engineering & Related Industrial Technology	101	89			
TA	223		310	Office	999	Other Engineering & Related Industrial Technology	115	128			
TA	109		310	Office	999	Other Engineering & Related Industrial Technology	106	106			
TA	110		310	Office	999	Other Engineering & Related Industrial Technology	106	106			
TA	111		310	Office	999	Other Engineering & Related Industrial Technology	106	106			
TA	224 B		310	Office	999	Other Engineering & Related Industrial Technology	121	115			
New Adjunct Faculty Off			310	Office	999	Other Engineering & Related Industrial Technology			500		
New Dean's Office			310	Office	999	Other Engineering & Related Industrial Technology			175		
New Reception			310	Office	999	Other Engineering & Related Industrial Technology			200		
							1,679	1,635	2,835	1,156	
Other Engineering & Related Industrial Technology											
TA	207 A		315	Office Service	999	Other Engineering & Related Industrial Technology	45	45	300		
TA	213		315	Office Service	999	Other Engineering & Related Industrial Technology	31	31			
TA	208		315	Office Service/Workroom	999	Other Engineering & Related Industrial Technology	202	202	250		
New	-		315	Office Service/Mailroom	999	Other Engineering & Related Industrial Technology	-	-	100		
							278	278	650	372	
Meeting Rooms											
TA	209		680	Meeting Room	99	General Assignment	260	260	250		
New	-		680	Meeting Room	99	General Assignment	-	-	720		
							260	260	970	710	
Lounge											
New	-		650	Lounge	999	Other Engineering & Related Industrial Technology	-	-	400	400	
							Totals	15,820	16,454	30,255	8,275
Accounted for in Existing Compared to Renovation-Addressed in Gross Square Footage calculations											
TA	136		999	Other Related	999	Other Engineering & Related Industrial Technology	456	456			
TA	137		730	Storage	999	Other Engineering & Related Industrial Technology	387	387			
TA	224A		701	IT Telecom	999	Other Engineering & Related Industrial Technology	117	117			
TA	235		730	Storage	999	Other Engineering & Related Industrial Technology	-	-	100		
TA	222		730	Storage	934	Electronics and Electric Technology	172	300			
							1,132	1,360	In GSF		

ATTACHMENT D - DRAFT PRELIMINARY PROJECT SCHEDULE

Click here to enter text.



TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Consultant Services, Umstot Project & Facilities Solutions, LLC

ACTION: Approval

BACKGROUND

On February 27, 2017, the Board of Trustees approved three firms for a pool from which to draw Design-build Consultant Services for a five-year period. When project specific services are necessary, staff provides the pool with a Request for Proposals (RFP).

On July 17, 2017, the Board of Trustees adopted a resolution authorizing design-build delivery method for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project.

Specialized services are required to assist staff with developing a complex Request for Proposals and aligning selection criteria and construction processes with both established district standards and state requirements.

STATUS

On August 18, 2017, staff received responses from all three firms in the pool (EXHIBIT A) and members of district services and both college facilities departments evaluated using an objective and measured process. Staff recommends approval of the agreement (EXHIBIT B) for the Design-build Consultant Services for the Saddleback College ATAS Building project with Umstot Project and Facilities Solutions, LLC in the amount of \$350,000.

Basic aid funds are available in the approved project budget of \$20,545,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve an agreement (EXHIBIT B) with Umstot Project and Facilities Solutions, LLC, to provide Design-build Consultant Services for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project in the amount of \$350,000.

**Request for Proposals
Design-Build Consultant Services
Saddleback College Advanced Technology & Applied Science (ATAS) Building Project**

September 25, 2017

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTER'S NAME</u>
Alternate Delivery Solutions, LLC	Laguna Niguel, CA	Robert J. Hartung
RG Group	San Diego, CA	Rebekah Gladson
*Umstot Project and Facilities Solutions, LLC	La Mesa, CA	David Umstot

*** Recommended Firm**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN-BUILD PROCUREMENT
ADVANCED TECHNOLOGY & APPLIED SCIENCE (ATAS) BUILDING PROJECT
SADDLEBACK COLLEGE
UMSTOT PROJECT & FACILITIES SOLUTIONS, LLC.**

September 25, 2017 – November 25, 2021

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Umstot Project and Facilities Solutions, LLC. 3755 Avocado Blvd, La Mesa, CA 91941, (619) 201-8483 hereinafter referred to as "CONSULTANT."

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

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT 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, the parties agree as follows:

ARTICLE I SERVICES TO BE PROVIDED BY CONSULTANT

1. The CONSULTANT'S services shall consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S sub CONSULTANTS as enumerated in Articles II and III of this AGREEMENT.
2. The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.
3. Key Individual Assignments. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate David Umstot, Principal, as the persons primarily responsible for the services rendered. Bill Proctor as Lead Project Manager (Design Phase), Thomas Fine as Lead Project Manager (Construction Phase), and Guy Meades as an Associate.

4. The services covered by this AGREEMENT shall run through completion of Phase I through Phase III.

ARTICLE II SCOPE OF CONSULTANT'S SERVICES

1. CONSULTANT will provide services for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project. Scope of work includes a new 45,000 G.S.F. LEED Gold equivalent building constructed at the location of the existing Tennis Courts. The building is anticipated to serve Architecture, Drafting, Electronics, Environmental Studies, Graphics Design, Horticulture, Labs, Conference Rooms, Administration and Faculty Offices. The building will include: infrastructure connections to the campus central plant, site & building utilities; paths of travel; landscaping; parking; and any other code requirements for a stand-alone building on the campus grounds. The scope also includes demolition of the existing Technology & Applied Science (TAS) Building, relocation of active utilities, construction of eight new tennis courts at a new on-campus location and potential of new parking lot at the current TAS Building site.

2. CONSULTANT will perform services in three phases. A Draft/Preliminary Schedule can be found in Attachment B.

3. CONSULTANT'S primary services will consist of professional services necessary for adjusting the existing design-build process through lessons learned and implementing the revised design-build delivery process. Services include assistance with the review and development of contract documents, prequalification packages, request for proposal, and all supporting, related materials and other professional services necessary to deliver the project from the Criteria and Programming phase through Project Close-out including the following:

PHASE I – Assist Criteria Architect and update procurement documents:

- a. General oversight and leadership for the Document Preparation phase
- b. Provide consultation and advice regarding best practices of the design-build process through the procurement phase of the project.
- c. Facilitate the joint efforts of Criteria Architect and the DISTRICT.
- d. Lead the preparation of the RFQ document for issuing to potential proposers.
- e. Lead the effort to prepare the RFP documents including evaluation and incorporation of lessons learned with modifications to existing documents from previous design build efforts.
- f. Assist with reviewing the existing scoring procedure proposing modifications for improvement, finalize scoring spreadsheet, and guide selection committee through evaluation and selection using the RFQ/RFP proposal documents.

PHASE II – Procurement Phase

- a. General oversight and leadership for the Procurement Process Phase.
- b. Assist with preparation of the Public Notice of Intent to Procure.
- c. Facilitate the pre-proposal meetings for design build proposers.
- d. Assist with answers to questions from proposers.
- e. Assist with reviewing RFQ responses and establishing the short list of pre-qualified proposers (non-scoring).
- f. Facilitate debriefings for RFQ participants after selection.
- g. Assist with Instructions to short-listed proposers regarding Interviews.
- h. Facilitate pre-proposal meeting with short-listed proposers.
- i. Facilitate interviews with short-listed proposers.
- j. Assist with reviewing RFP responses and ‘best value’ selection of the short-listed proposers. Facilitate final selection of the successful proposer (non-scoring).
- k. Assist with contract review and negotiations.
- l. Facilitate debriefings for RFP participants after award of contract.

PHASE III – Post Award: Design, Construction, and Close-Out Phase

- a. Provide consultation and advice regarding best practices of the design build process and Integrated Project Delivery principals.
- b. Attend project kick-off meeting with the DISTRICT and design build entity.
- c. Assist with “open book” buyout, subcontractor selection and project budget reviews.
- d. Attend meetings during design and construction as requested by DISTRICT.
 - I. Early design and target price conformance: two meetings/month for three months = 6 meetings
 - II. Design Document completion, and DSA approval: two meeting/month for eight months = 16 meetings. (Final project durations to be determined.)
 - III. Buy –out and initial construction start up: two meetings/month for two months = 4 meetings.

IV. Construction through close out: one meeting/month/project for 16 months = 16 meetings

- e. Assist with conflict resolution.
- f. Assist with project close out. Attend project close out meetings.
- g. CONSULTANT will meet with DISTRICT as requested or warranted, and keep the DISTRICT apprised of findings and progress.

ARTICLE III ADDITIONAL CONSULTANT'S SERVICES

1. The CONSULTANT shall be given additional compensation for the services described in Article III.
2. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be compensated based upon the attached standard hourly rates (Attachment A). Such services might include:
 - a. Support services during litigation from the filing of a lawsuit, through trial, post-trial motions and all activities up to notice of appeal, if any.
 - b. Providing CONSULTANT services for other than those listed Article I and II of this agreement.

ARTICLE IV TERM

1. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
2. The construction time frame is anticipated for 50 months with a completion date of November 25, 2021. Services under this AGREEMENT shall be diligently performed by the CONSULTANT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of Insert Completion date. The CONSULTANT'S contract terminates at completion of the warranty walk.
3. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
4. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE V TERMINATION

DISTRICT or CONSULTANT may, at any time, with or without reason, terminate this AGREEMENT. If so terminated, DISTRICT shall compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT or CONSULTANT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the DISTRICT or CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

ARTICLE VI COMPENSATION

1. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total lump sum fee of Three hundred and fifty thousand dollars (\$350,000) upon satisfactory completion of the services. Reimbursable allowance is expected to be included within the \$350,000 amount as follows:

i. Phase I -	\$ 65,000	20%
ii. Phase II -	\$ 65,000	20%
iii. Phase III -	\$195,000	60%
iv. Proposed Reimbursable Fee	\$ 0	
v. District Contingency -	\$ 25,000	
vi. Total	\$350,000	100%

- a. Services shall be billed monthly as the work progresses through the end of each month.

- b. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the legal rate prevailing at the time for Orange County, California.
- c. To the extent that the scope initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time shall be computed at standard hourly rates listed in Article III.
- d. Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
- e. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the Project.
- f. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel. CONSULTANT'S normal travel expense and meals are excluded.
- g. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents including overnight/courier services are reimbursable upon DISTRICT'S prior written approval.
- h. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the Project.
- i. For additional services of CONSULTANTS, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the CONSULTANT for such services.

ARTICLE VII INDEMNITY AND INSURANCE

- 1. Hold Harmless: To the fullest extent permitted by law, CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - a. any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or his/her subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. any and all claims for damages because of personal injury or death or damages to property, or other costs and charges, directly or indirectly arising out of or attributable

to, in whole or in part, to CONSULTANT'S negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions of CONSULTANT'S sub CONSULTANTS, employees either directly or by independent contract, or agents in the performance of their obligations as stated in this AGREEMENT whether said injury or damage occurs either on or off DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and

- c. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT'S performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

2. CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. Statutory workers' compensation and employers' liability.
- b. Comprehensive general and auto liability insurance with limits of not less than 1,000,000 per occurrence combined single limit for bodily injury and property damage liability per occurrence, including:
 - i. owned, non-owned and hired vehicles;
 - ii. blanket contractual;
 - iii. broad form property damage;
 - iv. products/completed operations; and
 - v. personal injury.
- c. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT

may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- d. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."
- e. CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

ARTICLE VIII MISCELLANEOUS

1. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT'S employees.

2. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT'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.

3. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source unless permitted, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

4. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

5. Assignment. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

6. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

7. Permits/Licenses. CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

8. Employment with Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

9. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

10. Affirmative Action Employment. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

12. Notice. 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) Scanned and emailed with acknowledged receipt by recipient or (c) 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 or acknowledged via email 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, the addresses of the parties are as follows:

DISTRICT

Nawar Al Juburi
Construction Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
naljuburi@socccd.edu

CONSULTANT

Dave Umstot
Principle
Umstot Project and Facilities Solutions, LLC.

3755 Avocado Blvd
La Mesa, CA 91941
david.umstot@umstotsolutions.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

13. Interest. 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.
14. 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.
15. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

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

CONSULTANT

Umstot Project and Facilities Solutions, LLC.

DISTRICT

South Orange County Community College District

David Umstot
Principle

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Date)

(Date)

46-3142500
(Taxpayer number)

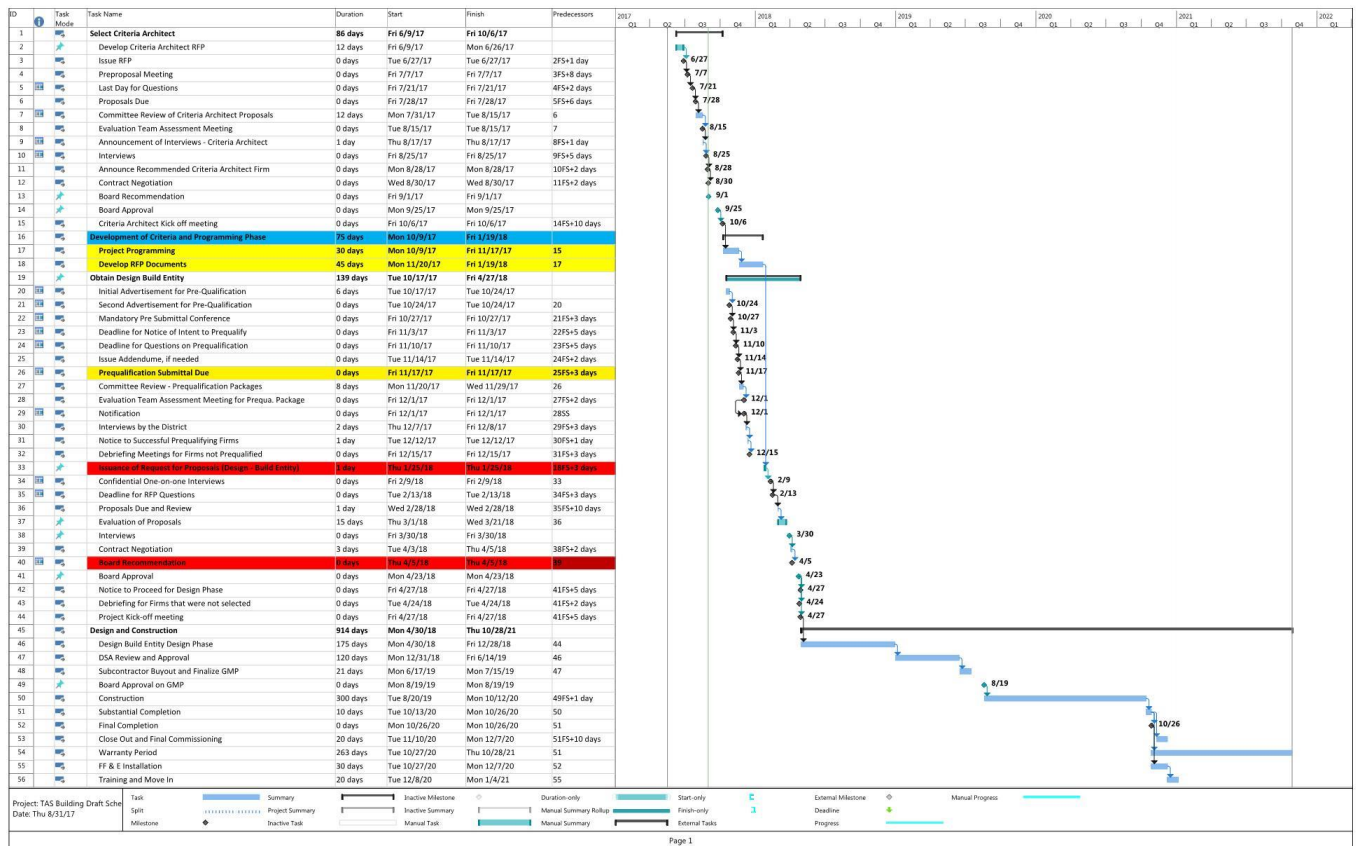
Attachment A Hourly Rates
Attachment B Schedule

ATTACHMENT A STANDARD HOURLY RATES

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

<u>CONSULTANT Services</u>	<u>Fee Per Hour</u>
Principal	\$250
Lead - Project Manager	\$180
Associates	\$150
Clerical staff	N/A
Overtime and Weekend Rates for the above	Same as above

ATTACHMENT B DRAFT SCHEDULE



TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Irvine Valley College: ATEP IVC First Building Name - Integrated Design, Engineering and Automation (IDEA)

ACTION: Approval

BACKGROUND

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

STATUS

Irvine Valley College (IVC) plans to open the Advanced Technology & Education Park (ATEP) IVC First Building in January 2018 with class offerings in the spring semester.

The IVC proposed School of Integrated Design, Engineering and Automation (IDEA) is developing training programs at ATEP to support Orange County's (OC's) current and projected workforce needs in the following areas: Engineering and Computer Aided Design and Drafting, Mechatronics, Building Automation, Digital Electronics, 3D Product Design, and Laser and Photonics.

In an effort to reflect the key employment sectors in the region, IVC will offer the framework for integrated and applied learning by developing those essential technical skills needed for the 21st Century jobs in OC and beyond.

The college, utilizing the shared governance process including faculty, staff and administration, considered over 80 proposed names through the ATEP Planning Workgroup, academic deans at school meetings, President's Executive Council (PEC), and through consensus by the Strategic Planning and Accreditation Council (SPAC). The name Integrated Design, Engineering and Automation (IDEA) is the recommended name of the ATEP IVC First Building.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the name Integrated Design, Engineering and Automation (IDEA) for the ATEP IVC First Building.

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: Furniture and Fixtures Applications, Agreement No. CB-197-16
Kimball Office Inc.

ACTION: Approval

BACKGROUND

Replacement of old and damaged office and classroom furniture, and purchase of new furniture is an ongoing necessity as established buildings are remodeled and new buildings are constructed. Furniture manufactured by Kimball Office Inc. has been selected by the colleges for certain uses. The best prices for furniture and fixtures are offered direct from the manufacturer agreements which are based on volume-discounted prices.

STATUS

District staff has determined that it is in the best interest of the district to purchase Kimball Office Inc. furniture and fixtures using the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB-197-16, valid from July 1, 2017 through June 30, 2020. FCCC Administrative Services Agreement No. CB-197-16 is available for review in the Purchasing and Contracts department. Based on the district's purchase history, the estimated annual cost for purchasing of furniture is not to exceed \$1,500,000. Individual purchase orders will be issued for furniture and fixtures after department funds are verified.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve contracting with Kimball Office Inc. pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB-197-16, 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, 2020.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), the College and Career Advantage (CCA) Adult Education Grant Subcontract Agreement FY 2016-2017

ACTION: Approval

BACKGROUND

In FY 2013-2014, the State Budget included a two year, \$25 million statewide adult education planning grant. Under the planning grant, the South Orange County Regional Consortium (SOCRC) was created consisting of Irvine Valley College, Saddleback College, Saddleback Valley Unified School District, Capistrano Unified School District, Tustin Unified School District, Laguna Beach Unified School District, Irvine Unified School District, Orange County Department of Education and Joint Powers Authority (JPA: Coastline ROP and College and Career Advantage, formally South Coast ROP).

Transitioning from planning to implementation, the FY 2016-2017 State Budget included \$500 million for Adult Education Block Grant (AEBG). The California Community Colleges' Chancellor's Office and the California Department of Education allocate these funds to regional consortiums to implement Adult Education programs in support of AB104. South Orange County Regional Consortium (including both Irvine Valley College and Saddleback College) received \$4,579,171 for FY2016-2017.

On March 27, 2017 the Board approved Irvine Valley College's AEBG Subcontract Agreements with Irvine Unified School District (\$300,000) and Tustin Unified School District (\$822,723) for FY 2016-2017.

STATUS

Saddleback College now wishes to allocate an amount not to exceed \$360,000 to College and Career Advantage as stated in the Adult Education Block Grant subcontractor agreement (EXHIBIT A) commencing July 1, 2016 and continuing through June 30, 2017. The subcontractor agreement is based upon a SOCCCD template, which has been reviewed by legal counsel.

Item Submitted By: *Denise Whittaker, Interim President*

Dr. Jim Buysse, Acting Vice Chancellor, Business Services

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Adult Education Block Grant subcontractor agreement (EXHIBIT A) with the College and Career Advantage in the amount of \$360,000 for the FY 2016-2017.

Item Submitted By: *Denise Whittaker, Interim President*
Dr. Jim Buysse, Acting Vice Chancellor, Business Services



**AGREEMENT BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and
COLLEGE & CAREER ADVANTAGE (CCA)**

This Agreement ("Agreement") is made by and between the South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California on behalf of Saddleback College ("Saddleback"), the College & Career Advantage (CCA) ("JPA"), a Joint Powers Authority organized and existing pursuant to the laws of the State of California. District and JPA may be referred to herein individually as "Party" and, collectively, as "Parties."

RECITALS

A. WHEREAS, California Education Code section 10900, et seq., authorizes the governing bodies of school districts and other local public agencies to cooperate with each other to organize, promote and conduct community recreational and educational programs.

B. WHEREAS, District and JPA are both educational institutions organized and operating in accordance with the laws of the State of California. The Parties have agreed to partner in activities to further the Adult Education Block Grant (AEBG) objectives. The District and JPA have found and determined that such offering is not inconsistent with the functions of their respective educational institutions.

C. WHEREAS, the 2015-2016 State Budget appropriated \$500 million to the California Community College Chancellor's Office (CCCCO) and the California Department of Education to allocate funding for adult education. The funds will be provided to eligible consortia for the purpose of implementing regional plans for adult education. The intent of the AEBG was to expand and improve the provision of adult education via these consortia. District is a member of the South Orange County Regional Consortium (SOCRC).

D. WHEREAS, the District and JPA desire to continue this program.

E. WHEREAS, District and JPA acknowledge that its respective participation in said activities is strictly voluntary.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated as effective and operative parts of this Agreement.
2. **Term.** This Agreement shall commence **July 1, 2016, and shall continue in full force and effect thereafter until and including June 30, 2017**, or until the time that the programs become non-credit programs at Saddleback College, with one year extension upon the approval or ratification by the each of the governing boards of the Parties and Adult Education Block Grant (AEBG AB104) Allocation.
3. **JPA Responsibilities.**
 - a. **Scope of Work.** JPA shall perform the Scope of Work as established by the District and agreed upon by the JPA that will be detailed using Exhibit A, Participation Agreement, for the respective grant award listed below:

Exhibit A (FS430)

As needed, the Scope of Work can be amended and modified based on written approval by the Parties. JPA should not begin specified work without a fully-executed Exhibit A, Participation Agreement. By signing this Agreement, the District and JPA agree that exhibits will be signed by the JPA's Authorized Representative assigned to complete the Scope of Work and District's Authorized Representative, and will be binding under this Agreement without further action by the Parties.

As a part of this Scope of Work, the JPA, expressly agrees to track and certify all expenditures, including the

quarterly fiscal reporting required under the guidelines of the Adult Education Block Grant. This includes, but is not limited to, the provision of certified expenditures and all documents relating thereto, reported quarterly in the fiscal workbooks provided by the Chancellor's Office of the State of California.

4. **Budget and Allowable Expenses**

- a. The JPA will administer the program budget in accordance with the AEBG legislation and budget development guidelines. The JPA will ensure that all program expenditures are reasonable, necessary, and allowable.
- b. The JPA will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- c. The JPA will adhere to the guidelines of the allowable expenses per the AEBG as reflected in Exhibit B.

5. **Compensation and Invoicing.**

District agrees to reimburse JPA, as full consideration and compensation for JPA's performance of work under this Agreement, a total amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000) ("Contract Amount") per year. JPA shall invoice the District for the agreed activities listed in Exhibit A upon their completion, providing the required supporting documentation for reimbursement (payroll records, invoices, etc.). Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the JPA and properly executed by the District and the JPA has submitted a completed Vendor Form/Substitute Form W-9 to JPA's Procurement, Contract and Material Management Services Department.

The JPA will report to District the cost breakdown by program and object of expenditures per the regular reporting cycle of AEBG.

District agrees to pay the JPA as funds are received from the CCCCO. No reimbursement request will be required from the JPA to receive the funds.

All allowable expenditures must be encumbered and/or the services rendered prior to **June 30, 2017**, unless expressly authorized by the District based on communication from the Chancellor's Office of the State of California.

6. **Subcontracts.**

JPA 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 JPA 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, JPA shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 9.

7. **Records/Audits.**

A. Records

In accordance with Adult Education Block Grant (AEBG AB104), in order to be in compliance with state requirements, the JPA must maintain records regarding the use of grant funds, progress made towards grant objectives/performance, and placement and use of equipment purchased with grant funds.

1. Records regarding use of grant funds:

- a. The JPA will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The JPA will maintain original financial documentation (invoices and receipts) on file at the JPA's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or designated staff to view such records.

- c. The JPA will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant if appropriate.
2. Records regarding progress toward grant objectives/performance:
 - a. The JPA will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
 - b. JPA agrees to cooperate with Project Evaluator and supply information and records needed to track progress.

B. Audit

1. The JPA shall preserve and make available all records related to this agreement for examination by District, and/or their duly authorized representatives or agents:
 - a. The JPA shall retain these records for three years after the completion of the grant;
 - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
 - c. The retention period starts on the day the JPA submits its last expenditure report for that period, but not before July 1, 2017.
 - d. Any costs that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired;
 - e. Failure to comply with terms of this paragraph may lead to the termination of the Agreement.
 2. As required by California Education Code Section 84040, District and JPA will conduct their annual financial and compliance audit with each covering the cost for their respective audits.
8. **Termination.** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.
9. **Indemnification.** JPA agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by JPA, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
- District agrees to hold harmless and indemnify JPA, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by JPA. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
10. **Insurance.** JPA agrees to maintain, in full force and effect, at JPAs expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and

blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

JPA agrees to name the South Orange County Community College District, the South Orange County Community College District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). JPA shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to the South Orange County Community College District, Attn: Purchasing, Contract, and Material Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692, before services are to commence.

11. Independent Contractor.

Independent Contractor. JPA, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. JPA, 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. JPA 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 JPA's employees. JPA agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of JPA 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 JPA's employees.

12. Compliance with Applicable Laws. In performing the work, both Parties shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. District shall not be responsible for compliance with any rules or regulations applicable to JPA that are not expressly incorporated into this Agreement. JPA and all JPA's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

13. Assignment. Neither Parties shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

14. Trademark/Logo Use. JPA must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish JPA with camera-ready artwork for such use.

15. Non-Waiver. The failure of District or JPA to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

16. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

District: South Orange County Community College District
Attn: Debra Fitzsimons, Chancellor
28000 Marguerite Parkway
Mission Viejo, CA 92692
Phone: (949) 582-4664
E-Mail: dfitzsimons@socccd.edu

JPA: College & Career Advantage (CCA)
Attn: Patricia Romo, Executive Director
San Juan Capistrano, CA 92675

Phone: (949)234-9464
Email: PJROMO@capousd.org

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

17. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

In Witness Whereof, the Parties have caused this Memorandum of Understanding to be executed on their behalf by their respective duly-authorized representatives.

COLLEGE & CAREER ADVANTAGE

BY:

_____	Authorized Representative
Print	
Name	
Print	
Title	

Date	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

_____	Authorized Representative
Print	
Name	Dr. Debra Fitzsimons
Print	
Title	Chancellor

Date	

Board Meeting Date of Approval

District Initiating Department
District Contact Name
District Contact Extension

SC – Community Education, Emeritus Institute and K-12 Partnerships
Dr. Estella Castillo-Garrison, Dean
949- 582-4326

**EXHIBIT A
PARTICIPATION AGREEMENT – SCOPE OF WORK**

Project Name: Adult Education Block Grant

General Project Description: To engage in activities that support the South Orange County Regional Consortium's (SOCRC) state-approved plan for serving adult students in the region through the following program areas:

Project Timeline: July 1, 2016 to June 30, 2017 with one year extension

SCOPE OF WORK (General):

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
5. Programs for adults with disabilities.
6. **Programs in career technical education that are short term in nature and have high employment potential.**
7. Programs offering pre-apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

ACTIVITIES	PERFORMANCE OUTCOMES	TIMELINES	RESPONSIBLE PERSON(S)
1.1 Provide programs in career technical education that are short term in nature and have a high employment potential.	Student progress toward successful completion of program and obtaining employment with high wages.	2016-2017 *quarterly AEBG reporting	Pati Romo Executive Director of CTE <i>College and Career Advantage</i>
1.2 Provide access to highly technical laboratories with the state-of-the-art equipment such as fully-equipped operating room, a dental lab, and an X-ray room.	Use of state-of-the-art facilities.	2016-2017 *quarterly AEBG reporting	Pati Romo Executive Director of CTE <i>College and Career Advantage</i>
1.3 Offer participants externship opportunities with over 300 business and industry partners throughout the region to earn certifications and licenses.	Students participate in coordinated externship opportunities to prepare for certifications and licenses.	2016-2017 *quarterly AEBG reporting	Pati Romo Executive Director of CTE <i>College and Career Advantage</i>

* Records shall be maintained including class completion, attendance, externship, employment, and level of performance for each class through ASAP and uploaded to CASAS for AEBG quarterly reporting. Annual results coordinated for Regional Consortium.

Report Deadlines:

Reports and invoices must be filed with:

Adult Education Block Grant Project Director / Evaluator: Dr. Estella Castillo-Garrison, Dean
Email: egarrison@saddleback.edu

Contract Amount: up to \$360,000 (see #2, Term)

Invoices must be sent to: South Orange County Community College District
REFERENCE: FS430
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Saddleback College Community Education

Approvals and Signatures:

By the signatures of the JPA's Authorized Representative and District's Authorized Representative below, the Parties agree to the terms and conditions set forth in this Exhibit, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the South Orange County Community College District and COLLEGE & CAREER ADVANTAGE, and binding upon the Parties without any further action by the Parties.

JPA Authorized Representative:

Signature: _____

Print Name: _____

Position/Title: _____

Phone: _____

E-Mail Address: _____

District Authorized Representative:

Signature: _____

Print Name: Dr. Debra Fitzsimons

Position/Title: Chancellor, SOCCCD

Phone: _____

E-Mail Address: dfitzsimons@socccd.edu

EXHIBIT B OTHER TERMS AND CONDITIONS: ALLOWABLE USES OF AB104 ADULT EDUCATION BLOCK GRANT FUNDS

1. Use of these funds under the stated contract period must be in compliance with the published guidance document *Allowable Uses of AB104 Adult Education Block Grant Funds*; questions should be directed to the appropriate consortium-level or state-level adviser for consultation and assistance. The reference can be located at <http://aebg.cccco.edu/portals/1/docs/Allowable%20Uses%20Guide%20031616.pdf> or by viewing the language as noted below.

All allowable costs must meet three primary criteria:

- a. Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations
 - b. The cost must be allocable to the funding source activities
 - c. The cost must be a general expense required to carry out the consortia member's overall responsibilities (i.e. not supplanting; The funds may not free up state or local dollars for other purposes, but should create or augment programs to an extent not possible without AEBG funding.).
2. Uses of these funds must have direct correlation to activities published in the approved South Orange County Regional Consortia plan.

**Allowable Uses of AB104 Adult Education Block Grant
AB104 Adult Education Block Grant
Funding source: AB104, Section 39, Article 9
Version 2 Release: March 16, 2016**

Examples of Allowable Expenditures (specific to AB104)

Sample Expenditures Listed by Objective

Sample expenditures listed by objective include, but are not limited to the following:

Objective #3: Activities for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.

The consortium will align and connect existing and future adult education programs to postsecondary academic pathways and/or career pathways leading to employment. Consortia should address alignment of placement tools, curriculum, assessment tools and rubrics, and student performance outcomes across delivery systems to ensure that student transition paths, both between providers and into postsecondary credit programs, are understood and supported across all systems.

Examples of allowable expenditures:

- | | | |
|---|---|---|
| * Program coordination and staff/instructor time | * Research and contractual services | * Follow-up and Orientation Services |
| * Staff/instructor stipends | * Assessment for Placement Services | * Computer Hardware or Software Equipment |
| * Program and curriculum planning and development | * In State Travel | * Meeting supplies |
| * Student assessment | * Office supplies | * Publication and Outreach Material |
| * Articulation | * Supplemental instruction and tutoring | * Instructional materials and equipment |
| * Counseling, Advising, & other student education planning services | | |

Objective #4: Activities to address the gaps identified pursuant to the evaluation of regional needs and the evaluation of current levels and types of adult education programs.

Describes the consortium response to the gaps identified in the region. These might include, but are not limited to, working with other partners in the service area, developing or expanding programs and plans to assess the effectiveness of these expanded efforts.

Activities identify programming and service gaps including lack of providers, services, access, attainment, and/or performance. Activities also include strategies to incrementally increase capacity in identified gap areas (e.g., using distance learning to reach adult populations in a consortium's region who are currently underserved).

The AB86 approved 3 year consortia plan includes the resources needed to carry out those strategies, the costs involved, the consortium participants responsible for implementing the identified strategies, the methods for assessing the progress made toward implementing the identified strategies, and a timeline for accomplishing the various implementation steps.

Examples of allowable expenditures:

- | | | |
|--|---|---|
| * Staff/instructor time for new classes | * Supplemental instruction and tutoring | * Research and contractual services |
| * Program coordination and staff/instructor time | * Follow-up and Orientation Services | * Computer Hardware or Software Equipment |
| * Staff/instructor stipends | * In State Travel | * Meeting supplies |
| * Space Use Agreements | * Office supplies | * Counseling, Advising, and other student education planning services |
| * Classroom reconfiguration | * Publication and Outreach Material | * Instructional materials and equipment |
| * Classroom furniture | * Program and curriculum planning and development | |

Objective #5: Activities to employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.

Examples of allowable expenditures:

- | | | |
|---|---|---|
| * Program coordination and staff/instructor time | * Research and contractual services | * Follow-up and Orientation Services |
| * Staff/instructor stipends | * Computer Hardware or Software Equipment | * In State Travel |
| * Program and curriculum planning and development | * Meeting supplies | * Office supplies |
| * Articulation | * Publication and Outreach Material | * Supplemental instruction and tutoring |
| * Instructional materials and equipment | * Counseling, Advising, and other student education planning services | |

Objective #6: Activities to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

Examples of allowable expenditures:

- | | | |
|--|-------------------------------------|---|
| * Program coordination and staff/instructor time | * Research and contractual services | * In State Travel and Out of State Travel |
| * Staff/instructor stipends | * Meeting supplies | * Office supplies |
| * Professional Development | * Publication and Outreach Material | |

Objective #7: Activities to leverage existing regional structures, including, but not limited to, local workforce investment areas.

Describes how the consortium will leverage existing assets or structures to benefit the adult learners in the region. These assets or structures might include, for example, contributions from or collaborations with existing members, Local Workforce Investment Boards (WIBs), industry employer groups, chambers of commerce, and county libraries.

Examples of allowable expenditures:

- | | | |
|--|-------------------------------------|------------------------|
| * Program coordination and staff/instructor time | * Research and contractual services | * In State Travel |
| * Staff/instructor stipends | * Meeting supplies | * Space Use Agreements |

Examples of Allowable Expenditures by AB104 Objective of Expenditure Reporting Categories

1000: Instructional Salaries, Supervisor's Salaries, Counselor's Salaries, and Project Coordinator / Director's Salaries.

Example: Program Director/Coordinator and Staff - AEBG director/coordinator who has direct responsibility for coordinating the program services, developing and monitoring the program plan and budget, reviewing data submissions to ensure accuracy and completing required program reports. Staff who work directly in the program, all positions -- classified, faculty or administrative -- must directly support program services, as reflected in job descriptions and included in the AB104 3 year Consortium Plan and Annual Plan. The member/consortium must be able to document staff time charged to the program. Costs may include salaries or wages and employee benefits. Costs must be prorated for employees who are assigned to AEBG on a part-time basis.

2000: Non Instructional Salaries: Classified Staff (non-instructional) Salaries, and -Instructional Aides Salaries.

Example - Counseling, Advising, and Other Student Education Planning Services -- AEBG members may use funds to pay for counseling, advising, and other education planning services provided to students. This may include salary and benefit costs of staff who provide these services, costs related to the provision of workshops, group counseling or advising sessions, online advising, etc. unless those workshops or group sessions are part of a course that generates apportionment (FTES). AEBG funds cannot be used to pay for services that are provided through an apportionment generating activity.

Example: Orientation Services - Development and delivery of orientation services: this may include staff and materials costs to deliver group orientations, workshops, development of online orientation resources, etc.

3000: Employee Benefits.

4000: Supplies & Material - books, supplies for the adult education program (office), outreach, and recruitment materials.

Example: Publications and Outreach Materials - Reasonable costs to develop and produce materials to promote AEBG services and activities. Examples include materials for orientation and assessment workshops, guides for creating an education plan, brochures about supportive services, etc.

Example: Food and Beverages - funds can be used to provide food or non-alcoholic beverages for students or staff, provided that there is no local board policy prohibiting these costs. Food and beverage costs must be for activities or functions consistent with the objectives of the AEBG 3 year Consortia Plan and the Annual Plan. Funds cannot be used to pay for general activities such as open houses or other events not directly related to AEBG.

5000: Other Operating Expenses and Services -- AB104 AEBG related conferences and travel expenses, meeting supplies for AEBG related activities, consultants, subcontractors, speaker fees at AEBG workshops, and leases for AEBG related space and equipment.

6000: Capital Outlay & Equipment - computer hardware/software/printer, space use agreements.

Example: Computer Hardware and Software and Equipment - Members may use program funds to purchase computer hardware, software, and equipment to assist in the delivery of AEBG services if the purchases are included in the AEBG Annual Plan.

These could include education planning software. Equipment purchased by the program that is no longer needed or is being replaced cannot be donated to another non-AEBG program. District policies regarding the use and disposal of surplus equipment must be followed.

Example: Follow-Up Services -- AEBG members may use program funds to pay for communication or early alert systems designed to notify students of their academic standing or intervention services that may include related workshops targeting students on probation or facing dismissal.

Example: Assessment for Placement Services - Purchase of assessment tests and the implementation of multiple measures used for course placement, career assessments, assessment center staff, test proctors, communication to students, practice tests, etc. This may include evaluators or other staff who collect and review of multiple measures data, such as transcripts from other schools, military service and work experience, and specialized certificates and licenses.

Examples of Allowable Expenses by AB104 Types of Activities

Program and curriculum planning and development: Development of an AEBG tutoring program. Development of an AEBG curriculum planning guide. Development of an AEBG drop in peer help center. Development of online distance education courses for AEBG students. Curriculum development for AEBG courses, including new courses.

Student assessment: Purchase of computers and equipment such as scanners, to assess AEBG student abilities. Purchase of software and licenses for assessment. Salary of non-instructor hired to administer AEBG assessment tests. Development and implementation of assessment intervention programs. Research and development methods for assessment preparation.

Advisement and counseling services: Salary of AEBG advisor or counselor. Salary of AEBG mentor. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of an AEBG email list that delivers adult education information to adult education students. Direct advising and counseling services for adult education students. Embedded counseling in adult education courses. Counseling and advising in support of adult education courses.

Supplemental instruction and tutoring: Purchase of a web-based interactive program of supplemental instruction for AEBG. Purchase of training videos, or online training videos, or similar that supplement AEBG instruction. Direct tutoring to adult education students in AEBG areas. Supplemental instruction for AEBG students. Salary of teaching assistants assisting AEBG instructors.

Articulation: Cost of studies that evaluate applicable English and mathematics courses, to identify important points of instruction to include in AEBG course curriculum. Support for AEBG faculty/teachers to attend or host meetings and discussions on course alignments and student preparation as these pertain to AEBG courses. Stipends for meetings, portfolio sharing, and discussions on course alignment and curriculum.

Instructional materials and equipment: Purchase of learning materials and equipment that support AEBG students. The costs for safe storage of AEBG supplies, equipment, instructional materials, and similar. Purchase of textbooks and learning materials used in AEBG courses. Purchase of AEBG instructional software. All learning materials and equipment that support AEBG courses and students. Purchase of computers to assess AEBG abilities. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of materials distribution across a variety of media, to AEBG students. Purchase of a web-based interactive program of supplemental instruction for AEBG courses. Purchase of training videos that supplement AEBG instruction.

Coordination: Salary of AEBG coordinator, or assistants, or project leads for hours of service provided, not to supplant a teaching salary. Cost of seminars to raise AEBG awareness among faculty. Cost of a consultant providing services to create, coordinate, and implement AEBG programs.

Research: Purchase of electronic support equipment, hardware and/or software for in- class use by AEBG students, used to capture data. Salary of qualified researcher hired to quantitatively assess AEBG student data against outcomes of success. Cost of creating a safe storage process for AEBG research data. Expanded bandwidth of research capabilities and services related to AEBG data systems and queries.

Professional development: Travel to events whose training will directly benefit AEBG students, will enhance AEBG instructor capabilities, or both. Replication of AEBG related training, provided by attendees who return to their schools to share this knowledge with their peers. Cost of seminars to raise AEBG awareness among faculty/teachers. Cost of an AEBG professionals/consultants providing services to create, coordinate, implement, and improve AEBG programs. Workshop, conferences, and seminars attendance directly related to AEBG programs and students. Support for learning communities for professional development for faculty/teachers to learn AEBG best practices.

Example of Expenses Not Allowed or that Need Prior Approval (specific to AB104) include, but are not limited to:

1. Construction

Any capital outlay (including building improvements, rental space, leases, construction, etc.) will also be closely scrutinized. It will require that you notify the AEBG Office of your consortium's (including any member in that consortium) intent. This is an informational e-mail only. The AEBG Office reserves the right to ask questions regarding any purchase and can prohibit any activity that it deems not meeting the reasonable and justifiable criteria

2. Other Staff Salaries and Benefits

Program funds cannot be used to pay for any staff that does not directly support the AEBG services described in the consortium's approved plan.

3. Political or Professional Dues, Memberships, or Contributions

Funds cannot be used for these activities, unless professional membership is an institutional requirement. Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

4. Unrelated Travel Costs

Program funds may not be used for the cost of travel not directly related to program activities or functions.

5. Vehicles

Any funds used to purchase vehicles needs to have prior approval by the AEBG Office.

6. Clothing

Program funds may not be used to purchase clothing for individual students such as jackets, sweatshirts, or tee shirts (gift of funds). However, clothing for a classroom is permissible – i.e. aprons for a culinary class, welding helmets, etc.

7. Entertainment Costs

Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

8. Fines and Penalties

Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

9. Travel

Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

Out of State Travel: Consortia are required to complete an Out-of-State Travel Request Form and submit the form to the AEBG Office for prior approval. Such travel must also be disclosed in the Annual Plan template, reported in the AB104 online grant budget, as well as in the expenditure & progress reports. Out-of-State Travel Request forms are posted on the AEBG website under resources). The state reserves the right to limit Out-of-State travel.

<http://aebg.cccco.edu/Resources>

Out of Country Travel: The AEBG Office has determined that Out-of-Country travel will not be an allowed via this funding source.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), the College and Career Advantage (CCA) Adult Education Grant Subcontract Agreement FY 2017-2018

ACTION: Approval

BACKGROUND

In FY 2013-2014, the State Budget included a two year, \$25 million statewide adult education planning grant. Under the planning grant, the South Orange County Regional Consortium (SOCRC) was created consisting of Irvine Valley College, Saddleback College, Saddleback Valley Unified School District, Capistrano Unified School District, Tustin Unified School District, Laguna Beach Unified School District, Irvine Unified School District, Orange County Department of Education and Joint Powers Authority (JPA: Coastline ROP and College and Career Advantage, formally South Coast ROP).

Transitioning from planning to implementation, the FY 2016-2017 State Budget included \$500 million for Adult Education Block Grant (AEBG). The California Community Colleges' Chancellor's Office and the California Department of Education allocate these funds to regional consortiums to implement Adult Education programs in support of AB104. South Orange County Regional Consortium (including both Irvine Valley College and Saddleback College) received \$4,579,171 for FY2017-2018.

On March 27, 2017 the Board approved Irvine Valley College's AEBG Subcontract Agreements with Irvine Unified School District (\$300,000) and Tustin Unified School District (\$822,723) for FY 2016-2017.

STATUS

Saddleback College now wishes to allocate an amount not to exceed \$360,000 to College and Career Advantage as stated in the Adult Education Block Grant subcontractor agreement (EXHIBIT A) commencing July 1, 2017 and continuing through June 30, 2018. The subcontractor agreement is based upon a SOCCCD template, which has been reviewed by legal counsel.

Item Submitted By: *Denise Whittaker, Interim President*

Dr. Jim Buysse, Acting Vice Chancellor, Business Services

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the renewal of the Adult Education Block Grant subcontractor agreement (EXHIBIT A) with the College and Career Advantage in the amount of \$360,000 for the FY 2017-2018.

Item Submitted By: *Denise Whittaker, Interim President*
Dr. Jim Buysse, Acting Vice Chancellor, Business Services



**AGREEMENT BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and
COLLEGE & CAREER ADVANTAGE (CCA)**

This Agreement ("Agreement") is made by and between the South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California on behalf of Saddleback College ("Saddleback"), the College & Career Advantage (CCA) ("JPA"), a Joint Powers Authority organized and existing pursuant to the laws of the State of California. District and JPA may be referred to herein individually as "Party" and, collectively, as "Parties."

RECITALS

A. WHEREAS, California Education Code section 10900, et seq., authorizes the governing bodies of school districts and other local public agencies to cooperate with each other to organize, promote and conduct community recreational and educational programs.

B. WHEREAS, District and JPA are both educational institutions organized and operating in accordance with the laws of the State of California. The Parties have agreed to partner in activities to further the Adult Education Block Grant (AEBG) objectives. The District and JPA have found and determined that such offering is not inconsistent with the functions of their respective educational institutions.

C. WHEREAS, the 2015-2016 State Budget appropriated \$500 million to the California Community College Chancellor's Office (CCCCO) and the California Department of Education to allocate funding for adult education. The funds will be provided to eligible consortia for the purpose of implementing regional plans for adult education. The intent of the AEBG was to expand and improve the provision of adult education via these consortia. District is a member of the South Orange County Regional Consortium (SOCRC).

D. WHEREAS, the District and JPA desire to continue this program.

E. WHEREAS, District and JPA acknowledge that its respective participation in said activities is strictly voluntary.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated as effective and operative parts of this Agreement.
2. **Term.** This Agreement shall commence **July 1, 2017, and shall continue in full force and effect thereafter until and including June 30, 2018**, or until the time that the programs become non-credit programs at Saddleback College, with one year extension upon the approval or ratification by the each of the governing boards of the Parties and Adult Education Block Grant (AEBG AB104) Allocation.
3. **JPA Responsibilities.**
 - a. **Scope of Work.** JPA shall perform the Scope of Work as established by the District and agreed upon by the JPA that will be detailed using Exhibit A, Participation Agreement, for the respective grant award listed below:

Exhibit A (FS430)

As needed, the Scope of Work can be amended and modified based on written approval by the Parties. JPA should not begin specified work without a fully-executed Exhibit A, Participation Agreement. By signing this Agreement, the District and JPA agree that exhibits will be signed by the JPA's Authorized Representative assigned to complete the Scope of Work and District's Authorized Representative, and will be binding under this Agreement without further action by the Parties.

As a part of this Scope of Work, the JPA, expressly agrees to track and certify all expenditures, including the

quarterly fiscal reporting required under the guidelines of the Adult Education Block Grant. This includes, but is not limited to, the provision of certified expenditures and all documents relating thereto, reported quarterly in the fiscal workbooks provided by the Chancellor's Office of the State of California.

4. **Budget and Allowable Expenses**

- a. The JPA will administer the program budget in accordance with the AEBG legislation and budget development guidelines. The JPA will ensure that all program expenditures are reasonable, necessary, and allowable.
- b. The JPA will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- c. The JPA will adhere to the guidelines of the allowable expenses per the AEBG as reflected in Exhibit B.

5. **Compensation and Invoicing.**

District agrees to reimburse JPA, as full consideration and compensation for JPA's performance of work under this Agreement, a total amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000) ("Contract Amount") per year. JPA shall invoice the District for the agreed activities listed in Exhibit A upon their completion, providing the required supporting documentation for reimbursement (payroll records, invoices, etc.). Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the JPA and properly executed by the District and the JPA has submitted a completed Vendor Form/Substitute Form W-9 to JPA's Procurement, Contract and Material Management Services Department.

The JPA will report to District the cost breakdown by program and object of expenditures per the regular reporting cycle of AEBG.

District agrees to pay the JPA as funds are received from the CCCCO. No reimbursement request will be required from the JPA to receive the funds.

All allowable expenditures must be encumbered and/or the services rendered prior to **June 30, 2018**, unless expressly authorized by the District based on communication from the Chancellor's Office of the State of California.

6. **Subcontracts.**

JPA 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 JPA 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, JPA shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 9.

7. **Records/Audits.**

A. Records

In accordance with Adult Education Block Grant (AEBG AB104), in order to be in compliance with state requirements, the JPA must maintain records regarding the use of grant funds, progress made towards grant objectives/performance, and placement and use of equipment purchased with grant funds.

1. Records regarding use of grant funds:

- a. The JPA will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The JPA will maintain original financial documentation (invoices and receipts) on file at the JPA's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or designated staff to view such records.

- c. The JPA will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant if appropriate.
2. Records regarding progress toward grant objectives/performance:
 - a. The JPA will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
 - b. JPA agrees to cooperate with Project Evaluator and supply information and records needed to track progress.

B. Audit

1. The JPA shall preserve and make available all records related to this agreement for examination by District, and/or their duly authorized representatives or agents:
 - a. The JPA shall retain these records for three years after the completion of the grant;
 - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
 - c. The retention period starts on the day the JPA submits its last expenditure report for that period, but not before July 1, 2018.
 - d. Any costs that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired;
 - e. Failure to comply with terms of this paragraph may lead to the termination of the Agreement.
 2. As required by California Education Code Section 84040, District and JPA will conduct their annual financial and compliance audit with each covering the cost for their respective audits.
8. **Termination.** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.
9. **Indemnification.** JPA agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by JPA, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
- District agrees to hold harmless and indemnify JPA, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by JPA. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
10. **Insurance.** JPA agrees to maintain, in full force and effect, at JPAs expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and

blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

JPA agrees to name the South Orange County Community College District, the South Orange County Community College District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). JPA shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to the South Orange County Community College District, Attn: Purchasing, Contract, and Material Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692, before services are to commence.

11. Independent Contractor.

Independent Contractor. JPA, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. JPA, 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. JPA 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 JPA's employees. JPA agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of JPA 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 JPA's employees.

12. Compliance with Applicable Laws. In performing the work, both Parties shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. District shall not be responsible for compliance with any rules or regulations applicable to JPA that are not expressly incorporated into this Agreement. JPA and all JPA's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

13. Assignment. Neither Parties shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

14. Trademark/Logo Use. JPA must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish JPA with camera-ready artwork for such use.

15. Non-Waiver. The failure of District or JPA to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

16. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

District: South Orange County Community College District
Attn: Debra Fitzsimons, Chancellor
28000 Marguerite Parkway
Mission Viejo, CA 92692
Phone: (949) 582-4664
E-Mail: dfitzsimons@socccd.edu

JPA: College & Career Advantage (CCA)
Attn: Patricia Romo, Executive Director
San Juan Capistrano, CA 92675

Phone: (949)234-9464
Email: PJROMO@capousd.org

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

17. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

In Witness Whereof, the Parties have caused this Memorandum of Understanding to be executed on their behalf by their respective duly-authorized representatives.

COLLEGE & CAREER ADVANTAGE

BY:

Authorized Representative
Print Name
Print Title
Date

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Authorized Representative
Print Name Dr. Debra Fitzsimons
Print Title Chancellor
Date

Board Meeting Date of Approval

District Initiating Department
District Contact Name
District Contact Extension

SC – Community Education, Emeritus Institute and K-12 Partnerships
Dr. Estella Castillo-Garrison, Dean
949- 582-4326

**EXHIBIT A
PARTICIPATION AGREEMENT – SCOPE OF WORK**

Project Name: Adult Education Block Grant

General Project Description: To engage in activities that support the South Orange County Regional Consortium's (SOCRC) state-approved plan for serving adult students in the region through the following program areas:

Project Timeline: July 1, 2017 to June 30, 2018 with one year extension

SCOPE OF WORK (General):

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
5. Programs for adults with disabilities.
6. **Programs in career technical education that are short term in nature and have high employment potential.**
7. Programs offering pre-apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

ACTIVITIES	PERFORMANCE OUTCOMES	TIMELINES	RESPONSIBLE PERSON(S)
1.1 Provide programs in career technical education that are short term in nature and have a high employment potential.	Student progress toward successful completion of program and obtaining employment with high wages.	2017-2018 *quarterly AEBG reporting	Pati Romo Executive Director of CTE <i>College and Career Advantage</i>
1.2 Provide access to highly technical laboratories with the state-of-the-art equipment such as fully-equipped operating room, a dental lab, and an X-ray room.	Use of state-of-the-art facilities.	2017-2018 *quarterly AEBG reporting	Pati Romo Executive Director of CTE <i>College and Career Advantage</i>
1.3 Offer participants externship opportunities with over 300 business and industry partners throughout the region to earn certifications and licenses.	Students participate in coordinated externship opportunities to prepare for certifications and licenses.	2017-2018 *quarterly AEBG reporting	Pati Romo Executive Director of CTE <i>College and Career Advantage</i>

* Records shall be maintained including class completion, attendance, externship, employment, and level of performance for each class through ASAP and uploaded to CASAS for AEBG quarterly reporting. Annual results coordinated for Regional Consortium.

Report Deadlines:

Reports and invoices must be filed with:

Adult Education Block Grant Project Director / Evaluator: Dr. Estella Castillo-Garrison, Dean
Email: egarrison@saddleback.edu

Contract Amount: up to \$360,000 (see #2, Term)

Invoices must be sent to: South Orange County Community College District
REFERENCE: FS430
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Saddleback College Community Education

Approvals and Signatures:

By the signatures of the JPA's Authorized Representative and District's Authorized Representative below, the Parties agree to the terms and conditions set forth in this Exhibit, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the South Orange County Community College District and COLLEGE & CAREER ADVANTAGE, and binding upon the Parties without any further action by the Parties.

JPA Authorized Representative:

Signature: _____

Print Name: _____

Position/Title: _____

Phone: _____

E-Mail Address: _____

District Authorized Representative:

Signature: _____

Print Name: Dr. Debra Fitzsimons

Position/Title: Chancellor, SOCCCD

Phone: _____

E-Mail Address: dfitzsimons@socccd.edu

EXHIBIT B OTHER TERMS AND CONDITIONS: ALLOWABLE USES OF AB104 ADULT EDUCATION BLOCK GRANT FUNDS

- Use of these funds under the stated contract period must be in compliance with the published guidance document *Allowable Uses of AB104 Adult Education Block Grant Funds*; questions should be directed to the appropriate consortium-level or state-level adviser for consultation and assistance. The reference can be located at <http://aebg.cccco.edu/portals/1/docs/Allowable%20Uses%20Guide%20031616.pdf> or by viewing the language as noted below.

All allowable costs must meet three primary criteria:

- Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations
 - The cost must be allocable to the funding source activities
 - The cost must be a general expense required to carry out the consortia member's overall responsibilities (i.e. not supplanting; The funds may not free up state or local dollars for other purposes, but should create or augment programs to an extent not possible without AEBG funding.).
- Uses of these funds must have direct correlation to activities published in the approved South Orange County Regional Consortia plan.

**Allowable Uses of AB104 Adult Education Block Grant
AB104 Adult Education Block Grant
Funding source: AB104, Section 39, Article 9
Version 2 Release: March 16, 2016**

Examples of Allowable Expenditures (specific to AB104)

Sample Expenditures Listed by Objective

Sample expenditures listed by objective include, but are not limited to the following:

Objective #3: Activities for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.

The consortium will align and connect existing and future adult education programs to postsecondary academic pathways and/or career pathways leading to employment. Consortia should address alignment of placement tools, curriculum, assessment tools and rubrics, and student performance outcomes across delivery systems to ensure that student transition paths, both between providers and into postsecondary credit programs, are understood and supported across all systems.

Examples of allowable expenditures:

- | | | |
|---|---|---|
| * Program coordination and staff/instructor time | * Research and contractual services | * Follow-up and Orientation Services |
| * Staff/instructor stipends | * Assessment for Placement Services | * Computer Hardware or Software Equipment |
| * Program and curriculum planning and development | * In State Travel | * Meeting supplies |
| * Student assessment | * Office supplies | * Publication and Outreach Material |
| * Articulation | * Supplemental instruction and tutoring | * Instructional materials and equipment |
| * Counseling, Advising, & other student education planning services | | |

Objective #4: Activities to address the gaps identified pursuant to the evaluation of regional needs and the evaluation of current levels and types of adult education programs.

Describes the consortium response to the gaps identified in the region. These might include, but are not limited to, working with other partners in the service area, developing or expanding programs and plans to assess the effectiveness of these expanded efforts.

Activities identify programming and service gaps including lack of providers, services, access, attainment, and/or performance. Activities also include strategies to incrementally increase capacity in identified gap areas (e.g., using distance learning to reach adult populations in a consortium's region who are currently underserved).

The AB86 approved 3 year consortia plan includes the resources needed to carry out those strategies, the costs involved, the consortium participants responsible for implementing the identified strategies, the methods for assessing the progress made toward implementing the identified strategies, and a timeline for accomplishing the various implementation steps.

Examples of allowable expenditures:

- | | | |
|--|---|---|
| * Staff/instructor time for new classes | * Supplemental instruction and tutoring | * Research and contractual services |
| * Program coordination and staff/instructor time | * Follow-up and Orientation Services | * Computer Hardware or Software Equipment |
| * Staff/instructor stipends | * In State Travel | * Meeting supplies |
| * Space Use Agreements | * Office supplies | * Counseling, Advising, and other student education planning services |
| * Classroom reconfiguration | * Publication and Outreach Material | * Instructional materials and equipment |
| * Classroom furniture | * Program and curriculum planning and development | |

Objective #5: Activities to employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.

Examples of allowable expenditures:

- | | | |
|---|---|---|
| * Program coordination and staff/instructor time | * Research and contractual services | * Follow-up and Orientation Services |
| * Staff/instructor stipends | * Computer Hardware or Software Equipment | * In State Travel |
| * Program and curriculum planning and development | * Meeting supplies | * Office supplies |
| * Articulation | * Publication and Outreach Material | * Supplemental instruction and tutoring |
| * Instructional materials and equipment | * Counseling, Advising, and other student education planning services | |

Objective #6: Activities to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

Examples of allowable expenditures:

- | | | |
|--|-------------------------------------|---|
| * Program coordination and staff/instructor time | * Research and contractual services | * In State Travel and Out of State Travel |
| * Staff/instructor stipends | * Meeting supplies | * Office supplies |
| * Professional Development | * Publication and Outreach Material | |

Objective #7: Activities to leverage existing regional structures, including, but not limited to, local workforce investment areas.

Describes how the consortium will leverage existing assets or structures to benefit the adult learners in the region. These assets or structures might include, for example, contributions from or collaborations with existing members, Local Workforce Investment Boards (WIBs), industry employer groups, chambers of commerce, and county libraries.

Examples of allowable expenditures:

- | | | |
|--|-------------------------------------|------------------------|
| * Program coordination and staff/instructor time | * Research and contractual services | * In State Travel |
| * Staff/instructor stipends | * Meeting supplies | * Space Use Agreements |

Examples of Allowable Expenditures by AB104 Objective of Expenditure Reporting Categories

1000: Instructional Salaries, Supervisor's Salaries, Counselor's Salaries, and Project Coordinator / Director's Salaries.

Example: Program Director/Coordinator and Staff - AEBG director/coordinator who has direct responsibility for coordinating the program services, developing and monitoring the program plan and budget, reviewing data submissions to ensure accuracy and completing required program reports. Staff who work directly in the program, all positions -- classified, faculty or administrative -- must directly support program services, as reflected in job descriptions and included in the AB104 3 year Consortium Plan and Annual Plan. The member/consortium must be able to document staff time charged to the program. Costs may include salaries or wages and employee benefits. Costs must be prorated for employees who are assigned to AEBG on a part-time basis.

2000: Non Instructional Salaries: Classified Staff (non-instructional) Salaries, and -Instructional Aides Salaries.

Example - Counseling, Advising, and Other Student Education Planning Services -- AEBG members may use funds to pay for counseling, advising, and other education planning services provided to students. This may include salary and benefit costs of staff who provide these services, costs related to the provision of workshops, group counseling or advising sessions, online advising, etc. unless those workshops or group sessions are part of a course that generates apportionment (FTES). AEBG funds cannot be used to pay for services that are provided through an apportionment generating activity.

Example: Orientation Services - Development and delivery of orientation services: this may include staff and materials costs to deliver group orientations, workshops, development of online orientation resources, etc.

3000: Employee Benefits.

4000: Supplies & Material - books, supplies for the adult education program (office), outreach, and recruitment materials.

Example: Publications and Outreach Materials - Reasonable costs to develop and produce materials to promote AEBG services and activities. Examples include materials for orientation and assessment workshops, guides for creating an education plan, brochures about supportive services, etc.

Example: Food and Beverages - funds can be used to provide food or non-alcoholic beverages for students or staff, provided that there is no local board policy prohibiting these costs. Food and beverage costs must be for activities or functions consistent with the objectives of the AEBG 3 year Consortia Plan and the Annual Plan. Funds cannot be used to pay for general activities such as open houses or other events not directly related to AEBG.

5000: Other Operating Expenses and Services -- AB104 AEBG related conferences and travel expenses, meeting supplies for AEBG related activities, consultants, subcontractors, speaker fees at AEBG workshops, and leases for AEBG related space and equipment.

6000: Capital Outlay & Equipment - computer hardware/software/printer, space use agreements.

Example: Computer Hardware and Software and Equipment - Members may use program funds to purchase computer hardware, software, and equipment to assist in the delivery of AEBG services if the purchases are included in the AEBG Annual Plan.

These could include education planning software. Equipment purchased by the program that is no longer needed or is being replaced cannot be donated to another non-AEBG program. District policies regarding the use and disposal of surplus equipment must be followed.

Example: Follow-Up Services -- AEBG members may use program funds to pay for communication or early alert systems designed to notify students of their academic standing or intervention services that may include related workshops targeting students on probation or facing dismissal.

Example: Assessment for Placement Services - Purchase of assessment tests and the implementation of multiple measures used for course placement, career assessments, assessment center staff, test proctors, communication to students, practice tests, etc. This may include evaluators or other staff who collect and review of multiple measures data, such as transcripts from other schools, military service and work experience, and specialized certificates and licenses.

Examples of Allowable Expenses by AB104 Types of Activities

Program and curriculum planning and development: Development of an AEBG tutoring program. Development of an AEBG curriculum planning guide. Development of an AEBG drop in peer help center. Development of online distance education courses for AEBG students. Curriculum development for AEBG courses, including new courses.

Student assessment: Purchase of computers and equipment such as scanners, to assess AEBG student abilities. Purchase of software and licenses for assessment. Salary of non-instructor hired to administer AEBG assessment tests. Development and implementation of assessment intervention programs. Research and development methods for assessment preparation.

Advisement and counseling services: Salary of AEBG advisor or counselor. Salary of AEBG mentor. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of an AEBG email list that delivers adult education information to adult education students. Direct advising and counseling services for adult education students. Embedded counseling in adult education courses. Counseling and advising in support of adult education courses.

Supplemental instruction and tutoring: Purchase of a web-based interactive program of supplemental instruction for AEBG. Purchase of training videos, or online training videos, or similar that supplement AEBG instruction. Direct tutoring to adult education students in AEBG areas. Supplemental instruction for AEBG students. Salary of teaching assistants assisting AEBG instructors.

Articulation: Cost of studies that evaluate applicable English and mathematics courses, to identify important points of instruction to include in AEBG course curriculum. Support for AEBG faculty/teachers to attend or host meetings and discussions on course alignments and student preparation as these pertain to AEBG courses. Stipends for meetings, portfolio sharing, and discussions on course alignment and curriculum.

Instructional materials and equipment: Purchase of learning materials and equipment that support AEBG students. The costs for safe storage of AEBG supplies, equipment, instructional materials, and similar. Purchase of textbooks and learning materials used in AEBG courses. Purchase of AEBG instructional software. All learning materials and equipment that support AEBG courses and students. Purchase of computers to assess AEBG abilities. Purchase of supplies to create AEBG announcements. Creation and maintenance of a website devoted solely to AEBG. Cost of materials distribution across a variety of media, to AEBG students. Purchase of a web-based interactive program of supplemental instruction for AEBG courses. Purchase of training videos that supplement AEBG instruction.

Coordination: Salary of AEBG coordinator, or assistants, or project leads for hours of service provided, not to supplant a teaching salary. Cost of seminars to raise AEBG awareness among faculty. Cost of a consultant providing services to create, coordinate, and implement AEBG programs.

Research: Purchase of electronic support equipment, hardware and/or software for in- class use by AEBG students, used to capture data. Salary of qualified researcher hired to quantitatively assess AEBG student data against outcomes of success. Cost of creating a safe storage process for AEBG research data. Expanded bandwidth of research capabilities and services related to AEBG data systems and queries.

Professional development: Travel to events whose training will directly benefit AEBG students, will enhance AEBG instructor capabilities, or both. Replication of AEBG related training, provided by attendees who return to their schools to share this knowledge with their peers. Cost of seminars to raise AEBG awareness among faculty/teachers. Cost of an AEBG professionals/consultants providing services to create, coordinate, implement, and improve AEBG programs. Workshop, conferences, and seminars attendance directly related to AEBG programs and students. Support for learning communities for professional development for faculty/teachers to learn AEBG best practices.

Example of Expenses Not Allowed or that Need Prior Approval (specific to AB104) include, but are not limited to:

1. Construction

Any capital outlay (including building improvements, rental space, leases, construction, etc.) will also be closely scrutinized. It will require that you notify the AEBG Office of your consortium's (including any member in that consortium) intent. This is an informational e-mail only. The AEBG Office reserves the right to ask questions regarding any purchase and can prohibit any activity that it deems not meeting the reasonable and justifiable criteria

2. Other Staff Salaries and Benefits

Program funds cannot be used to pay for any staff that does not directly support the AEBG services described in the consortium's approved plan.

3. Political or Professional Dues, Memberships, or Contributions

Funds cannot be used for these activities, unless professional membership is an institutional requirement. Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

4. Unrelated Travel Costs

Program funds may not be used for the cost of travel not directly related to program activities or functions.

5. Vehicles

Any funds used to purchase vehicles needs to have prior approval by the AEBG Office.

6. Clothing

Program funds may not be used to purchase clothing for individual students such as jackets, sweatshirts, or tee shirts (gift of funds). However, clothing for a classroom is permissible – i.e. aprons for a culinary class, welding helmets, etc.

7. Entertainment Costs

Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

8. Fines and Penalties

Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

9. Travel

Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

Out of State Travel: Consortia are required to complete an Out-of-State Travel Request Form and submit the form to the AEBG Office for prior approval. Such travel must also be disclosed in the Annual Plan template, reported in the AB104 online grant budget, as well as in the expenditure & progress reports. Out-of-State Travel Request forms are posted on the AEBG website under resources). The state reserves the right to limit Out-of-State travel.

<http://aebg.cccco.edu/Resources>

Out of Country Travel: The AEBG Office has determined that Out-of-Country travel will not be an allowed via this funding source.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Board Policy Revision: BP – 5613 Transcripts, BP – 5626 Independent Study

ACTION: Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Two board policies are presented to the Board of Trustees for review and study. The new language to the board policy was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on September 14, 2017 for review and recommendation to the Chancellor.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees accept for review and study the board policies as shown in EXHIBIT A-B.

BOARD POLICY

5613

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

TRANSCRIPTS

Each student who completes work at the college is entitled to two copies of transcripts or two verifications without charge. Additional copies may be obtained at a reasonable charge as stated in the college catalogs and other electronic publications.

Reference:

California Education Code, Section 76223

Revised: 5-15-89

Revised: 4-26-99

Revised: 8-30-04

Revised: 1-31-05

Revised: 5-23-11

BOARD POLICY

5626

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

INDEPENDENT STUDY

Students may be permitted to enroll in an independent study course when it has been demonstrated that the student can profit from such a course. A student may earn no more than nine (9) units in independent study at the college.

Reference:

Title 5, Sections 55230-55240, 55300 and 58003.1 et seq.

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. 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>
Alweheiby, Julie	Equivalency	Spanish/IVC	2	08/21/17
Branson, Leslie	Equivalency	ESL/IVC	2	08/21/17
Burns, Marla	Equivalency	Art-Jewelry/SC	2	08/21/17
¹ Cavazzi, Bentley	MS/TESOL	LRC Tutor/SC	2	08/21/17
D'Andreas-Wahl, R.	MA/Couns Psych	EOPS/IVC	2	08/21/17
Delgado, Roman	MA/TESOL	ESL/SC	2	08/21/17
Demetro, Marcy	Equivalency	Learn Disab Spec/SC	2	08/21/17
Dorin-Watkins, C.	Equivalency	Adult Ed-Sp Inst/SC	1	08/21/17
Faulk, John	BA/Psychology	Adult Ed-Sp Inst/SC	1	08/21/17
Ferrell, Jennifer	MA/Nursing	Nursing/SC	2	08/21/17
Giordano, David	MA/Mechanical Eng.	Comp-Intr Mftg/SC	2	08/21/17
Havey, Emily	MA/English List	English/IVC	2	08/21/17
Heinzen, Rebecca	Equivalency	Adult Ed-Sp Inst/SC	4	08/21/17
Hijaz, Anwar	MA/Political Science	Political Science/SC	2	08/21/17
Howell, Brian	MA/Special Education	Adult Ed-Sp Inst/SC	4	08/21/17
² Hurlbut, Diana	Equivalency	Chemistry/IVC	6	08/21/17
³ Kaiser, Carling	MA/English	English/SC	2	08/21/17
Leber, Ken	MA/Spanish Education	Spanish/IVC	2	08/21/17
Mackie, Linda	Equivalency	Adult Ed-Sp Inst/SC	1	08/21/17
Mata, Scott	PhD/Geological Sci.	Geology/IVC	5	08/21/17
McCarty, Ryan	PhD/Geological Sci.	Geology/SC	5	08/21/17
McDermott, Kim	MA/Ed. Psychology	Adult Ed-Sp Inst/SC	2	08/21/17
Moinfar, Tahereh	Equivalency	Adult Ed-Sp Inst/SC	1	08/21/17
Morain, Janice	Equivalency	Adult Ed-Sp Inst/SC	1	08/21/17
Mostarshed, Sharam	MS/Computer Engineer	Physics/IVC	2	08/21/17
O'Connor, Vanessa	Equivalency	English/IVC	2	08/21/17
Poelstra, Sherri	BA/Nursing	Nursing/SC	1	08/21/17
Phillips, Matthew	Equivalency	Architecture/SC	1	08/21/17
⁴ Sauter, Mike	Equivalency	Adult Ed-Sp Inst/SC	1	08/21/17
Snodgrass, Terrence	MA/Communications	Speech/SC	2	08/21/17
Strobel, Jacqueline	MA/Education	Emeritus/SC	2	08/21/17
Toossi, Reza	Equivalency	Physics/IVC	5	08/21/17
Tran, Benjamin	MA/Neuroscience	Biology/SC	5	08/21/17
Troy, Edward	MA/English	English/SC	2	08/21/17

¹ Spouse of Deidre Cavazzi, current Full-time Saddleback College Dance Instructor

² Current Full-time Biology Instructor at Irvine Valley College.

³ Previously Board Approved August 21, 2017 for Spring at Saddleback. Being hired for Fall 2017 at Irvine Valley College.

⁴ Current Full-Time Classified Employee in DSPS. Board Approved LOA for 2.5 hours per week in order to teach PTF.

Truong, Leah	BA/Health Science	Emeritus/SC	1	08/21/17
⁵ Wolken, Matthew	Equivalency	Engineering/IVC	6	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>Amount (\$)</u>	<u>Effective Date</u>
Dorner, Meredith	OETF Faculty Coordinator 1	\$4,098.00	08/14/17-12/20/17
Garcia, Eric	Canvas Trainer 1	\$2,400.00	05/30/17-08/12/17
Lee, Celina	Canvas Trainer 2	\$2,400.00	05/30/17-08/12/17
McLaughlin, June	President, Academic Senate	\$3,981.00	06/01/17-08/11/17
Total for Month: General Fund/IVC		\$12,879.00	
2017-2018 IVC FISCAL YEAR TOTAL TO DATE		\$128,314.70	

2. It is recommended that the following Saddleback College faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Gonsowski, Steven	ITC Training	\$350.00	07/03/17-07/11/17
Kibbe, Joe	Finance Training	\$658.56	09/20/17-09/21/17
McClure, Dawne	Forensic Coach, Fall 2017	\$1,000.00	08/21/17-12/20/17
Moir, Casey	Auto 100	\$800.00	06/01/17-08/18/17
Total for Month: General Fund/Saddleback College		\$2,808.56	
2017-2018 SC FISCAL YEAR TOTAL TO DATE		\$285,351.32	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Akhavan, Susan	AESL Part Time Coordinator	\$15,640.80	08/14/17-12/30/17
Beck, Rebecca	ESL Assessment Reader (SSSP)	\$479.52	01/17/17-05/25/17
Beck, Rebecca	Multiple Measures Work Grp-ESL	\$2,654.00	05/30/17-08/12/17
Beck, Rebecca	Multiple Measures Work Grp-ESL	\$2,049.00	08/14/17-12/20/17
Beck, Rebecca	Multiple Measures Work Grp-ESL	\$2,049.00	01/16/18-05/23/18
Benavidez, Judith	CTE Faculty Externship- Zaretsky	\$500.00	04/19/17-05/23/17
Castroconde, Miriam	Coord-ELEVATE Sum. Math Camp	\$3,000.00	05/31/17-08/11/17
Castroconde, Miriam	Multiple Measures Work Grp-Math	\$2,049.00	01/16/18-05/23/18
Huber, Kenn	Multiple Measures Work Grp-Math	\$2,049.00	01/16/18-05/23/18
Kaminsky, Rebecca	Multiple Measures Work Grp-Eng	\$2,049.00	01/16/18-05/23/18
Knoll, Melissa	English Coreq Pilot Co-Coordinator	\$2,049.00	01/16/18-05/23/18

⁵ Current Full-time Drafting Instructor at Irvine Valley College.

Licitra, John	Multiple Measures Work Group-ESL	\$2,049.00	01/16/18-05/23/18
Liu, Emily	Multiple Measures Work Grp-Eng	\$2,049.00	01/16/18-05/23/18
Marquez, Vanessa	Multiple Measures Work Grp-Math	\$1,366.00	01/16/18-05/23/18
Monte, Brent	Multiple Measures Work Grp-Math	\$2,049.00	01/16/18-05/23/18
Pham, Lan	Math Basic Skills Redesign Coord	\$4,098.00	01/16/18-05/23/18
Russell, Vanessa	ESL Assessment Reader (SSSP)	\$159.84	01/17/17-05/25/17
Scherger, Deanna	English Coreq Pilot Co-Coordinator	\$3,317.50	05/30/17-08/12/17
Scherger, Deanna	Multiple Measures Work Grp-Eng	\$2,654.00	05/30/17-08/12/17
Scherger, Deanna	English Coreq Pilot Co-Coordinator	\$2,049.00	08/14/17-12/20/17
Scherger, Deanna	Multiple Measures Work Grp-Eng	\$2,049.00	08/21/17-12/20/17
Scherger, Deanna	Multiple Measures Work Grp-Eng	\$2,049.00	01/16/18-05/23/18
Scherger, Deanna	English Coreq Pilot Co-Coordinator	\$2,049.00	01/16/18-05/23/18
Serpas, Summer	Multiple Measures Work Grp-Eng	\$2,049.00	01/16/18-05/23/18
Tiongson, Edwin	Coord-ELEVATE AAPI@IVC Proj.	\$6,394.00	05/31/17-08/11/17
Tran, Tiffany	Multiple Measures Work Grp-Eng	\$2,049.00	01/16/18-05/23/18
Warner, Brent	Multiple Measures Work Grp-ESL	\$2,049.00	01/16/18-05/23/18
Wilson, Jeff	ESL SI Coordinator, Fall SEP	\$740.88	08/21/17-12/20/17
Wilson, Jeff	Multiple Measures Work Grp-ESL	\$2,049.00	01/16/18-05/23/18
Total for Month: Non-General Fund/IVC		\$75,837.54	
2017-2018 IVC FISCAL YEAR TOTAL TO DATE		\$217,987.12	

2. It is recommended that the following Saddleback College faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Andre, Joy	AESL CASAS Life Skills Resources	\$2,397.60	06/21/17-08/11/17
Azary Dehkordi, M.	SSSP Assessment for Prior Learning	\$999.00	05/22/17-08/18/17
Brooks, Taylor	Fabricate Engine Stands	\$1,000.00	09/01/17-09/30/17
Duffy, Michelle	BSI S17 Co-Chair Adt'l Hours	\$90.00	05/01/17-05/17/17
Eldred, Stacy	AEWD – Faculty Coordination	\$5,274.72	08/21/17-12/20/17
Gonzalez, Sara	SSSP FA17 Eng Refresh Workshops	\$1,975.68	08/01/17-11/30/17
Hoggatt, Michael	AEWD – Faculty Coordination	\$9,990.00	08/21/17-12/20/17
Inlow, Lisa	Dev. Curriculum – AEWD Culinary	\$639.36	05/30/17-08/11/17
Johnson, Elaine	M-PAC Program's Outreach Liaison	\$823.20	08/21/17-12/13/17
Kuang, Shilong	Week of Workshops Facilitator	\$200.00	08/15/17-08/18/17
Metcalf, Tiffany	Week of Workshops Facilitator	\$200.00	08/15/17-08/18/17
Meyer, Clifford	ATRE Part 1	\$1,702.00	05/01/17-05/27/17
Meyer, Clifford	ATRE Part 2	\$3,200.00	06/01/17-06/29/17
Meyer, Clifford	ATRE Part 3	\$1,800.00	07/01/17-07/23/17
Perez, Lawrence	M-PAC Program's Outreach Liaison	\$3,292.80	08/21/17-12/20/17
Rangel, Efen	CalWORKs Coordination	\$4,445.28	08/01/17-12/20/17
Rousseau, Michele	NSF iUSE grant/subaward from UCI	\$6,593.00	08/15/16-12/18/16
Rousseau, Michele	NSF iUSE grant/subaward from UCI	\$6,593.00	01/10/17-05/26/17
Rousseau, Michele	NSF iUSE grant/subaward from UCI	\$1,898.00	05/30/17-06/30/17
Rousseau, Michele	NSF iUSE grant/subaward from UCI	\$2,298.00	07/01/17-08/12/17
Rousseau, Michele	NSF iUSE grant/subaward from UCI	\$3,896.00	08/14/17-09/30/17
Schermerhorn, B.	CCC Real Estate Ed Ctr Co-Proj Dir	\$2,750.00	08/21/17-12/20/17
Schermerhorn, B.	CCC Real Estate Ed Ctr Co-Proj Dir	\$2,750.00	01/16/18-05/15/18
Seiff, Sean	Fabricate Engine Stands	\$1,000.00	09/01/17-09/30/17

Smith, Christina	TPP-STEM/CTE Grant Cohort Facil	\$806.74	08/21/17-12/13/17
Stanfield, Scott	SSSP Assessment Sum. 17 Reader	\$319.68	05/30/17-08/18/17
Weaver, Chris	SSSP Assessment Sum. 17 Reader	\$319.68	05/30/17-08/18/17
Welc, Martin	CCC Real Estate Ed Ctr Co-Proj Dir	\$2,750.00	08/21/17-12/20/17
Welc, Martin	CCC Real Estate Ed Ctr Co-Proj Dir	\$2,750.00	01/16/18-05/15/18
Zemanek, Eriika	SSSP FA17 Eng Refresh Workshops	\$1,975.68	08/01/17-11/30/17
Ziehm, Carol	SSSP Assessment Sum. 17 Reader	\$319.68	05/30/17-08/18/17
Total for Month: Non-General Fund/Saddleback Coll.		\$75,049.10	
2017-2018 SC FISCAL YEAR TOTAL TO DATE		107,614.87	

D. LEAVES

1. TSENG, BEATRICE, ID #4624, Spanish Instructor, Pos. #1875, School of Languages & Learning Resources, Irvine Valley College, is requesting a leave of absence (workload banking) for the Spring Semester 2018, 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 ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

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

- a. BONG, WON JAY is to be employed as Curriculum Specialist, Pos. #P0004794, School of Social and Behavioral Sciences, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 132, Step 1, 40 hours per week, 12 months per year, effective September 20, 2017. This is a replacement for Lois Di Alto.
- b. FEIGERT, JAMES is to be employed as Registrar, Pos. #P0004597, Division of Admissions, Records and Enrollment Services, Saddleback College, Academic Administrator and Classified Administrators/Managers Salary Schedule Range 14, Step 1, 40 hours per week, 12 months per year, effective October 2, 2017. This is a replacement for Joyce Semanik.
- c. ¹GRANT, 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 17, 2017. This is a replacement for Erica Garcia.
- d. HARRELL, CANDACE is to be employed as Office Assistant, Pos. #P0004963, Learning Resource Center, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 25 hours per week, 12 months per year, effective August 7, 2017. This is a replacement for Andrew Schleicher.
- e. INLOW, BRUCE is to be employed as HVAC Technician, Pos. #P0003387, Department of Facilities, Maintenance and Operations, Saddleback College, Classified Bargaining Unit Salary Schedule Range 128, Step 1, 40 hours per week, 12 months per year, effective September 11, 2017. This is a replacement for Christian Hanson.
- f. ION, CAITLIN is to be employed as Senior Administrative Assistant, Pos. #P0003235, School of Advanced Technology and Educational Park, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective September 1, 2017. This is a replacement for Tamara Bostwick.
- g. NEGRETE, VICTOR is to be employed as Executive Director of Public Private Partnership Development, Pos. #P0010943, Office of the Chancellor, District Services, Academic Administrator and Classified Administrators/Managers Salary Schedule Range 23, Step 2, 40 hours per week, 12 months per year, effective August 28, 2017. This position was approved on December 12, 2017.
- h. ROMERO, PHILLIP is to be employed as Police Officer, Pos. #P0002572, Department of Campus Safety and Security, Irvine Valley College, Police Officer Association Bargaining Unit Salary Schedule Range II, Step 1, 40 hours per week, 12 months per year, effective August 23, 2017. This is a replacement for Donald Dear.

¹ Hire date changed to August 17, 2017. Submitted to Board of Trustees on August 21, 2017 as August 14, 2017.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

- i. WEBSTER, PATRICK is to be employed as Program Outreach Specialist, Special Funded, Pos. #P0011547, Division of Mathematics, Sciences and Engineering, Saddleback College, Classified Bargaining Unit Salary Schedule Range 131, Step 1, 40 hours per week, 12 months per year, pursuant to Article 17 of the CSEA Contract, effective September 11, 2017. This position was approved by the Chancellor on June 17, 2017, with employment contingent upon funding by the NSF Grant.
- j. WILKEY, NANCY is to be employed as Police Officer, Pos. #P0002578, Department of Campus Safety and Security, Saddleback College, Police Officer Association Bargaining Unit Salary Schedule Range II, Step 1, 40 hours per week, 12 months per year, effective September 1, 2017. This is a replacement for Santos Garcia.

- 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 Brito-Barriga, Andrea	Program Assistant (Cat. Fund)/IVC	21.80	08/28/17-06/30/18
³ Caldwell, Jessica	Senior Administrative Assistant/SC	27.23	08/01/17-06/30/18
Cargo, Jamie	New Media/Marketing Specialist/SC	34.71	06/12/17-06/30/17
Cargo, Jamie	New Media/Marketing Specialist/SC	35.72	07/01/17-06/30/18
Gil, Chantelle	Outreach Assistant/SC	21.27	08/15/17-06/30/18
Golbad, Kia	Public Safety Assistant/IVC	19.27	07/15/17-06/30/18
Gomez Triana, Sara	Custodian/IVC	19.27	08/10/17-06/30/18
Huerta, Alberto	Athletic Trainer/SC	30.80	08/17/17-06/30/18
Mazaiwana, Alice	Counseling Office Assistant/SC	20.24	07/24/17-06/30/18
Sanchez, Phillip	Counseling Office Assistant/SC	20.24	08/01/17-06/30/18
Teran Vargas, Cervando	Groundskeeper/SC	21.80	08/14/17-06/30/18
Williams, Christopher	Counseling Office Assistant/SC	20.24	07/24/17-06/30/18
⁴ Wyche, Dennis	Irrigation Systems Spec./SC	36.61	07/01/17-06/30/18

- 3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **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</u> <u>Rate \$)</u>	<u>Start/End Date</u>
Abel, Kingsley	Clerk/SC	16.00	08/29/17-06/30/18
Adams, Taylor	Coaching Aide/SC	25.00	07/01/17-06/30/18
Aidoo, Erica	Clerk/IVC	11.50	08/17/17-06/30/18
Aldrich, David	TMD Aide/IVC	20.00	07/01/17-06/30/18
Araujo Rodriguez, Sanjuana	Outreach Aide/SC	14.00	07/01/17-06/30/18

² Andrea and Laura Brito are related.

³ Related to Jeanne Harris-Caldwell, Director of Student Health Center, Saddleback College.

⁴ Retiree from CalPERS. Related to Sonja Wyche, Project Specialist, District Services.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **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>
Avila, Jacob	Project Specialist/SC	11.50	08/14/17-06/30/18
Black, Kari	Project Specialist/IVC	14.00	07/01/17-06/30/18
Carey, Peter	Coaching Aide/IVC	25.00	08/21/17-06/30/18
Chanda, Jonathan	Coaching Aide/SC	25.00	08/17/17-06/30/18
Curtis, Bradley	Coaching Aide/SC	25.00	07/01/17-06/30/18
Devaul, Derek	Project Specialist/SC	11.50	07/01/17-06/30/18
Deverrick, George	Coaching Aide/IVC	25.00	08/21/17-06/30/18
Diaz, Jaime	Project Specialist/SC	25.00	08/07/17-06/30/18
Domingo, Mitchell	TMD Aide/IVC	14.00	08/17/17-06/30/18
Eberhart, Laurie	Project Specialist/SC	24.00	08/21/17-06/30/18
Evans, Matthew	Coaching Aide/SC	25.00	07/01/17-06/30/18
Finks, Samantha	Project Specialist/SC	12.50	08/21/17-06/30/18
Freeman, Jonah	Coaching Aide/SC	25.00	07/01/17-06/30/18
Frey, Connie	Project Specialist/IVC	20.00	08/15/17-06/30/18
Gheibi, Bitu	Project Specialist/DS	12.00	08/21/17-06/30/18
Glascok, John-Paul	Coaching Aide/SC	25.00	07/01/17-06/30/18
⁵ Gomes, Antone	Coaching Aide/SC	25.00	07/01/17-06/30/18
⁵ Gomes, Jason	Coaching Aide/SC	25.00	07/01/17-06/30/18
Grovich, Patrick	Project Specialist/SC	11.50	07/01/17-06/30/18
Harper, Lucas	Project Specialist/SC	14.00	07/28/17-06/30/18
Harrison, Alfred	Project Specialist/SC	15.50	08/30/17-06/30/18
Hernandez, Joshua	Project Specialist/SC	15.00	08/21/17-06/30/18
Hess, Lauren	Coaching Aide/IVC	25.00	08/07/17-06/30/18
Hiatt, Courtney	Coaching Aide/SC	25.00	07/01/17-06/30/18
Hilal, David	TMD Aide/IVC	20.00	08/24/17-06/30/18
Hill, Carol	Project Specialist/SC	14.50	08/22/17-06/30/18
Inglehart, Ciara	Coaching Aide/SC	25.00	08/17/17-06/30/18
Jaime, Alexander	Project Specialist/IVC	16.00	07/31/17-06/30/18
Joslyn, Brianna	Project Specialist/IVC	15.00	07/15/17-06/30/18
Keasberry-Vnuk, Jessica	TMD Aide/IVC	11.50	08/23/17-06/30/18
Kiakajouri, Azra	Project Specialist/SC	21.00	08/15/17-06/30/18
Kwak, Eunzie	Project Specialist/SC	11.50	08/21/17-06/30/18
Marcotte, Alison	Project Specialist/SC	11.50	08/30/17-06/30/18
⁶ Mendiola, Lucciano	Coaching Aide/IVC	25.00	08/07/17-06/30/18
Newberry, Daniel	Coaching Aide/SC	25.00	07/01/17-06/30/18
Olamendi, Esmeralda	Project Specialist/SC	15.00	07/01/17-06/30/18
Ortiz, Maria	Child Dev. Center Aide/SC	20.00	08/22/17-06/30/18
Oskoui, Montra	Project Specialist/SC	11.50	08/21/17-06/30/18
Pask, Daniel	Coaching Aide/SC	25.00	07/01/17-06/30/18

⁵ Antone and Jason Gomes are related.

⁶ Related to Fabrizio Mendola, Coaching Aide, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **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>
Pham, Quynh-Vy	Project Specialist/SC	14.50	08/28/17-06/30/18
Raven, Sean	Project Specialist/SC	12.00	08/07/17-06/30/18
Shedd, Sydney	Child Dev. Center Aide/SC	12.00	07/26/17-06/30/18
Siong, Jenna	Outreach Aide/SC	13.50	08/09/17-06/30/18
Subramaniam, Anjali	Project Specialist/DS	12.00	08/14/17-06/30/18
Sylte, Steele	Coaching Aide/IVC	25.00	08/08/17-06/30/18
Tanuwidjaja, Sabrina	Project Specialist/SC	11.50	08/31/17-06/30/18
Von Bitner, Teresa	Outreach Aide/SC	13.50	07/31/17-06/30/18
Wallace, Kyle	Coaching Aide/SC	25.00	07/01/17-06/30/18
Webster, Patrick	Project Specialist/SC	20.00	07/17/17-06/30/18
Wert, Spencer	Project Specialist/IVC	15.00	07/24/17-06/30/18
Wilson, Curtis	Coaching Aide/SC	25.00	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 **2017/2018 academic year**.

<u>Name</u>	<u>Start/End Date</u>
Abbasinik, Mana	08/15/17-06/30/18
Addal, Jawad	08/24/17-06/30/18
Al Shalah, Abdullah	08/14/17-06/30/18
Alemtar, Mahnaz	08/21/17-06/30/18
Alim, Hania	08/23/17-06/30/18
Bageant, Sara	08/21/17-06/30/18
Baghbanian, Katia	08/24/17-06/30/18
Bailey, Michele	08/21/17-06/30/18
Benice, Olivia	08/15/17-06/30/18
Bjerke, Kiersten	08/24/17-06/30/18
Brito, Laura	07/11/17-06/30/18
Brooks, Hanna	08/07/17-06/30/18
Byerly, Leslie	08/21/17-06/30/18
Carlson, James	08/21/17-06/30/18
Choy, Zi Yang	08/15/17-06/30/18
Cordova, Katherine	07/31/17-06/30/18
De Jesus, Kayla	08/15/17-06/30/18
Decker, Melanie	07/26/17-06/30/18
DeMonte, Matteo	08/15/17-06/30/18
Deshay, Timothy	08/29/17-06/30/18
Diniarian, Homa	07/01/17-06/30/18
Donnelly, Cole	08/15/17-06/30/18
El Rayess Naime, Omar	08/15/17-06/30/18
Escobar Flores, Isabel	08/15/17-06/30/18
Falahati, Nikoo	08/24/17-06/30/18
Farahbod, Nahid	08/15/17-06/30/18

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 **2017/2018** academic year.

<u>Name</u>	<u>Start/End Date</u>
Fazelpour, Ali	08/21/17-06/30/18
Fazl, Tahereh	08/29/17-06/30/18
Feiz, Kamyar	08/07/17-06/30/18
Ferencik, Brandon	08/29/17-06/30/18
Flores, Jesse	08/15/17-06/30/18
Gaddis, Parker	08/29/17-06/30/18
Glover, Kelli	08/28/17-06/30/18
Gore, Carsen	08/29/17-06/30/18
Grass, Ruth	08/15/17-06/30/18
Hannegan, Leo	08/24/17-06/30/18
Hardy, Anthony	08/24/17-06/30/18
Hateley, John	08/15/17-06/30/18
Havaeeahari, Kimia	08/28/17-06/30/18
Helm, Elena	08/18/17-06/30/18
Idris, Abdelrahman	07/01/17-06/30/18
Jafarian Jegheh, Negar	08/18/17-06/30/18
Jamasebnejad, Niloofar	07/17/17-06/30/18
Jamshidian, Sepehr	08/21/17-06/30/18
Karbakhsh, Shamim	08/21/17-06/30/18
Kem, Brandon	08/24/17-06/30/18
Kenny, Dillan	07/01/17-06/30/18
Kermani, Arefeh	08/28/17-06/30/18
Kline, Lisa	08/21/17-06/30/18
La, Ha	08/23/17-06/30/18
Leach, James	08/29/17-06/30/18
Long, Jason	08/21/17-06/30/18
Mendez, Geovanni	08/21/17-06/30/18
Mohammadi, Anahita	08/14/17-06/30/18
Monteith, Elizabeth	08/24/17-06/30/18
Moreno Castaneda, Chantal	08/11/17-08/20/17
Moreno Castaneda, Chantal	08/21/17-06/30/18
Muyot, Sarena Mae	08/28/17-06/30/18
Na, Jacqueline	08/24/17-06/30/18
Nguyen, Catherine	08/28/17-06/30/18
Niknam, Minoush	08/21/17-06/30/18
Norris, Carleigh	08/21/17-06/30/18
Ortiz, Johanna	08/21/17-06/30/18
Pinchuk, Anatolii	07/13/17-08/20/17
Pinchuk, Anatolii	08/21/17-06/30/18
Popovich, Sophia	08/07/17-06/30/18
Powell, Dylan	08/24/17-06/30/18
Rahmani, Davood	08/21/17-06/30/18
Ramirez, Christian	08/21/17-06/30/18
Romer, Dustin	08/21/17-06/30/18

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 **2017/2018** academic year.

<u>Name</u>	<u>Start/End Date</u>
Ross, Chad	06/29/17-06/30/17
Ross, Chad	07/01/17-06/30/18
Sabet, Donna	07/01/17-06/30/18
Sabouri, Ava	08/21/17-06/30/18
Solesski, Megan	08/24/17-06/30/18
Tak, Roghieh	08/28/17-06/30/18
Thornsley, Corin	08/24/17-06/30/18
Torres, Brenda	08/21/17-06/30/18
Tripp, Bobby	08/22/17-06/30/18
Vargas Salvador, Karen	08/24/17-06/30/18
Villamil Perez, Dalia	08/07/17-06/30/18
Willis, Travis	08/29/17-06/30/18
Wilmot, Marlando	08/21/17-06/30/18

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 **2017/2018** 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>
Azam, Muhammad	Tutor/SC	12.00	07/01/17-06/30/18
Bailey, Karyn	Tutor/SC	12.00	07/01/17-06/30/18
Caldwell, Vanessa	Model/SC	25.00	07/01/17-06/30/18
Chapman, Jillian	Tutor/SC	12.00	07/01/17-06/30/18
Chehayeb, Natalie	Tutor/SC	12.00	07/01/17-06/30/18
Cox, Julie	Tutor/IVC	16.00	08/07/17-06/30/18
Craib, Jennifer	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Damyar, Kimia	Tutor/SC	12.00	08/15/17-06/30/18
Davis, Joseph	Tutor/IVC	12.00	08/03/17-06/30/18
Davis, Kristine	Clinical Skills Specialist/SC	30.00	08/15/17-06/30/18
⁷ DeRoulet, Eric	Tutor/IVC	16.00	08/14/17-06/30/18
Dinani, Seyed Erfran	Tutor/SC	12.00	07/26/17-06/30/18
Dong, Li	Tutor/SC	12.00	08/24/17-06/30/18
Ellwa, Marwa	Tutor/IVC	16.00	08/14/17-06/30/18
Ensor, Anja	Tutor/SC	12.00	08/15/17-06/30/18
Evans, Mark	Tutor/SC	12.00	08/29/17-06/30/18
Fajardo, Zachary	Model/SC	25.00	07/01/17-06/30/18
Feist, Keith	Tutor/SC	12.00	08/18/17-06/30/18

⁷ Related to Daniel DeRoulet, English Composition Instructor, 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 **2017/2018** 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>
Fusco, Michael	Tutor/SC	18.00	07/01/17-06/30/18
Gross, Gage	Tutor/SC	12.00	08/15/17-06/30/18
Haerianardakani, Sepehr	Tutor/SC	12.00	08/15/17-06/30/18
Hamilton, Nathan	Tutor/SC	12.00	08/15/17-06/30/18
Hasebe, Brandon	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Havlena, Kaitlyn	Tutor/SC	12.00	08/15/17-06/30/18
Hoisington, Diana	Clinical Skills Specialist/SC	15.00	08/30/17-06/30/18
Janey, Andrew	Tutor/IVC	11.50	07/31/17-06/30/18
Jones, Christopher	Tutor/SC	12.00	07/01/17-06/30/18
Joyce, Wyatt	Tutor/SC	12.00	08/07/17-06/30/18
Kajbaf, Sara	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Kantari, Ayah	Tutor/SC	12.00	07/15/17-06/30/18
Karami Namivandi, Arman	Tutor/SC	12.00	08/24/17-06/30/18
Lopez, Celina	Interpreter III/IVC	25.00	07/26/17-06/30/18
Ly, Katrya	Tutor/IVC	12.50	08/07/17-06/30/18
⁸ McClusky, Nathan	Tutor/SC	12.00	08/15/17-06/30/18
Mitchell, Tomas	Tutor/SC	12.00	08/18/17-06/30/18
Moore, Christopher	Model/SC	25.00	08/27/17-06/30/18
Naranjo, Mireya	Tutor/SC	12.00	08/07/17-06/30/18
Noori, Milad	Tutor/IVC	12.00	07/26/17-06/30/18
Offenberger, Tara	Tutor/IVC	16.00	08/23/17-06/30/18
Paulite, Brandon	Clinical Skills Specialist/SC	20.00	08/30/17-06/30/18
Petrulio, Kyle	Tutor/IVC	16.00	08/14/17-06/30/18
Phan, Diana	Tutor/IVC	16.00	08/14/17-06/30/18
Reed, Aaron	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Reincke, Lisa	Clinical Skills Specialist/SC	30.00	08/07/17-06/30/18
Rivas, Juliana	Tutor/SC	12.00	08/24/17-06/30/18
Romero, Rachel	Clinical Skills Specialist/SC	30.00	08/14/17-06/30/18
Rous, Sheri	Community Ed. Presenter/SC	11.50	08/16/17-06/30/18
Rowshan, Lili	Tutor/IVC	12.00	08/14/17-06/30/18
Ruef, Bryan	Clinical Skills Specialist/SC	15.00	08/30/17-06/30/18
Seabold, Patricia	Certified Test Proctor/IVC	11.50	08/29/17-06/30/18
Silva, Genise	Clinical Skills Specialist/SC	30.00	08/07/17-06/30/18
Soliman, Maissa	Certified Test Proctor/IVC	11.50	08/29/17-06/30/18
Sullivan, Laura	Clinical Skills Specialist/SC	30.00	08/21/17-06/30/18
Tehrani, Sahar	Community Ed. Presenter/SC	11.50	08/11/17-06/30/18
Vitello, Anthony	Clinical Skills Specialist/SC	20.00	07/01/17-06/30/18
Whaley, David	Tutor/SC	12.00	08/07/17-06/30/18
Zamani Dehnavi, Katayoun	Tutor/SC	12.00	08/18/17-06/30/18

⁸ Related to Georgia McClusky, Senior Administrative Assistant, Saddleback College.

B. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following management and staff positions within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021, from reporting to the Dean of Community Education, Emeritus Institute, K-12 Partnerships, to begin reporting to the Dean of Enrollment Services.
 - a. Director of Community Outreach and Recruitment, Pos. #P0009152 (Appointed to Leslie Humphrey, ID #001516)
 - b. Program Outreach Specialist, Pos. #P0005206 (Appointed to Rania Mesri)
 - c. Outreach Assistant, Pos. #P0004907 (vacant)

C. PERMANENT CHANGE IN HOURS PER WEEK

1. SADDLEBACK COLLEGE (SC): CLASSIFIED CHANGE IN HOURS WEEK (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/Step</u>	<u>Hours-From</u>	<u>Hours-To</u>	<u>Effective Date</u>
Luher, Cynthia	P0009413 –Program Assistant, Special Funded ⁹	118/1	20	24	09/01/2017

D. CHANGE OF STATUS

1. DISTRICT SERVICES (DS): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment Departed</u>	<u>Assignment Promotion</u>	<u>Range/Step</u>	<u>Hours</u>	<u>Effective Date</u>
Han, Jackie	P0007016 - Senior Accounting Specialist	P0011239 – District Accountant	9/1	40	08/14/2017

2. SADDLEBACK COLLEGE (SC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment Departed</u>	<u>Assignment Promotion</u>	<u>Range/Step</u>	<u>Hours</u>	<u>Effective Date</u>
Rogers, James	P0004534 – Assistant Director-Facilities/Capital Outlay Projects	P0005024 – Senior Director of College Facilities	21/3	40	08/28/2017

⁹ Employment in this position is contingent upon funding by the Level-up grant.

E. OUT OF CLASS ASSIGNMENTS

1. IRVINE VALLEY COLLEGE (IVC) **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>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
McKee, Robert	P0003137 Lead Custodian	P0011970 Building Maintenance Worker	124/5	40	09/01/2017

2. SADDLEBACK COLLEGE (SC) **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>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Arreola, Jose	P0002794 Groundskeeper	P0012127 Lead Groundskeeper	124/4	40	08/21/2017
Brook, Ryan	P0003541 Senior Administrative Assistant	P0012262 Acting Manager, Office of the President	10/1	40	10/23/2017

3. SADDLEBACK COLLEGE (SC) **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>Temporary Assignment</u>	<u>Permanent Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
James, Michael	P0010525 Senior Director of College Facilities	P0004532 Assistant Director of Facilities	14/8	40	08/28/2017
Oropallo, John	P0011265 Locksmith	P0003343 Building Maintenance Worker	124/6	40	09/01/2017

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Bilsborough, Alan	Senior Administrative Assistant/IVC	08/18/2017	None
Bangston, Sonya	Media Production Specialist/IVC	12/29/2017	12/30/2017
Bartirromo, Jeanise	Administrative Assistant/SC	12/29/2017	12/30/2017
Colclough, Beep	Senior Matriculation Specialist/IVC	12/29/2017	12/30/2017
Davis, William	Police Officer/IVC	12/29/2017	12/30/2017

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Fangrat, Gary	Police Officer/IVC	12/29/2017	12/30/2017
Higgins, Ruth	Senior Financial Aid Specialist/SC	12/29/2017	12/30/2017
Hooge, Monica	Senior Administrative Assistant/IVC	12/29/2017	12/30/2017
Kincaid, Candace	Lead Payroll Process Specialist/DS	12/29/2017	12/30/2017
Kruhmin, Mark	Media Production Specialist/SC	12/29/2017	12/30/2017
Mercado, Romeo	Instructional Assistant/SC	09/08/2017	None
Miller, Frances	Human Resources Operations Supervisor/DS	12/29/2017	12/30/2017
Miller, Maria	Senior Administrative Assistant/SC	12/29/2017	12/30/2017
¹⁰ Oliver, Maureen	Risk Manager/DS	07/21/2017	None
Rice, Walter	Director of Facilities Planning/DS	12/29/2017	12/30/2017
Rickner, Donald	Executive Director of College Foundation/SC	12/29/2017	12/30/2017
Soria, Lucila	Library Assistant II/SC	12/29/2017	12/30/2017
Toyos, Stephanie	Health Center Nurse/IVC	09/15/2017	None

G. VOLUNTEERS

- The following individuals are to be approved as Volunteers for the 2017/2018 academic years.

Advanced Technology and Applied Sciences, Saddleback College

Cheverier, David	Hebbalalu, Harry	Martin, Rebecca
Micallef, Jacob	Miller, Steffan	Moeller, Kyle
Strickland, Bernard		

Community Education, Emeritus and K-12 Partnership, Irvine Valley College

Bregozzo, Dorothy	Carroll, Michael	Stuart, David
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Community Education, Emeritus and K-12 Partnership, Saddleback College

Mackie, Linda	Murray, Louann
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Fine Arts and Media Technology, Saddleback College

Knight, Aurora	Manniello, Bob	Paradee, Matthew
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Guidance and Counseling, Irvine Valley College

Aragon, Vanessa	Bath, Renata	Brito, Bertha
Gavidia, Juan	Hahm, Aryun	Henley, Paige
Hoffman-Briones, Christian	Hong, James Kihwa	Hong, Yejin
Irani, Mozhan	Maldonado, Marcela	O'Neil, Breanna
Pastrana, Ruby	Ponte, Jami	Wright, Jewel

Guidance and Counseling, Saddleback College

Wong, Deborah

¹⁰ Correction on resignation date, which was submitted to the Board of Trustees on August 21, 2017 as April 7, 2017.

G. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2017/2018 academic years.

Humanities and Languages, Irvine Valley College

Hirai, Ayako	Emeksiz, Melike	Komatsu, Kaori
Okada, Toko	Tanaka, Minako	Wang, Chia Hsin
Wang, Taemi	Yamazaki, Azusa	

Kinesiology, Health and Athletics, Irvine Valley College

Grandy, David	Murray, Cole	Strickland, Jeff
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Kinesiology and Athletics, Saddleback College

Abe, Robert	Amante, Ramon	Amundson, Amanda
Baker, Noah	Berdeguez, Julian	Boscardin, Ann
Buck, Katy	Carase, Denise	Carter, Carolyn
Cheng, Magaly	Cox, Anna Maria	Deck, Mohammed
Dunivin, Sean	Gehris, Kelly	Gonzales, Anthony
Gutierrez, Crystal	Hawley, Nancy	Heyman, Susan
Holt, Larry	Kasper, Ranna	Khatibi, Rushin
Kunze-Thibean, Lori	Lax, Darren	Leventhal, Shana
Lezama, Alvin	Lim, Eric	Loper-Leddy, Kay
Mitchell, Cameron	Murai, Ray	Oberhauser, Sandra
Pastor, Brandy	Porras, Sylvia	Raven, Sean
Reyes, Maria Del Mar	Rivera, Oton	Rodman, Conner
Sanchez, Marcos	Savoy, Kalei	Schneider-Faanes, Rosane
Schuch, Kimberly	Teran, Karina	Torres, Carlos
Washington, Jessica	Wells, Joe	Zeno, Lance
Zieve, Jasmin		

Liberal Arts, Saddleback College

Martinez, Joshua	Price, Samuel
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Life Sciences, Irvine Valley College

Kashani, Sara	Kim, Justin
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Online Education and Learning Resources, Saddleback College

Abdollahi, Marjam

Social and Behavioral Sciences, Irvine Valley College

Dhindsa, Hartrisha

Social and Behavioral Sciences, Saddleback College

Brooks, Barbara

Student Life and Equity Programs, Irvine Valley College

Kaley, Andrew

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Employment Agreement – Dr. Gregory Anderson,
Saddleback College President

ACTION: Ratification

BACKGROUND

In November 2016, in anticipation of the upcoming vacancy for the position of President, Saddleback College, the District began a thorough and comprehensive recruitment and search for a successor. A contract was finalized with a consultant; Input was gathered from all college and district services constituency groups regarding attributes, strengths, opportunities and challenges related to the position; a recruitment flyer was finalized; the position description was modified and approved by the Board; and the position was advertised. Interviews and reference checks were conducted, and public forums were held for four (4) finalist candidates. After final interviews, reference checks and review with the Board of Trustees, the District made an offer of employment to Dr. Gregory Anderson.

STATUS

On August 31, 2017, the District announced the appointment of Dr. Gregory Anderson. The Interim Chancellor is authorized to negotiate and sign a contract on behalf of the Board, subject to Board ratification. The employment contract shown in Exhibit A is for the period commencing September 30, 2017 through June 30, 2019 with a base salary of \$235,236.00 per year.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the contract of Dr. Gregory Anderson as President, Saddleback College, effective September 30, 2017 through June 30, 2019 at the base salary of \$235,236.00 as shown in Exhibit A.

**AGREEMENT FOR EMPLOYMENT OF
PRESIDENT
AT SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. GREGORY ANDERSON**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into effective September 30, 2017, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Gregory Anderson (hereinafter "Dr. Anderson").

IT IS HEREBY AGREED AS FOLLOWS:

1. President. Dr. Anderson is hereby employed for a period of time commencing on September 30, 2017, and ending June 30, 2019, as the President at the District's Saddleback College campus. The President is an academic employee as defined in Education Code section 87001(a), and an educational administrator or student services administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g).

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

3. Powers and Duties. Dr. Anderson shall perform all of the powers and duties of the position of the President at the District's Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Anderson may be transferred or assigned to any duties or positions for which he possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the President shall be according to the Academic Administrators Salary Schedule: Range 27, Step 6, \$235,236 per annum. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the President's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Anderson shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. Dr. Anderson shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Anderson shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Anderson may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Anderson reaches this maximum amount he will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Anderson shall be entitled to compensation for unused and accrued vacation days at his then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Chancellor. The President may work remotely prior to October 16, 2017; thereafter, the President may work remotely as approved by the Chancellor.

6. Performance Evaluations.

6.1 The Chancellor will provide Dr. Anderson with periodic opportunities to discuss the President/Chancellor relationship.

6.2 The Chancellor will set Dr. Anderson's goals for each college year. Dr. Anderson's performance in achieving those goals and carrying out his other duties will be evaluated by the Chancellor by June 20 of that college year.

7. Expenses and Required Memberships.

7.1 The District shall reimburse Dr. Anderson as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Anderson in the performance of the duties of President.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Anderson for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Dr. Anderson with a monthly stipend of \$625 to cover use of a personal automobile within Orange County.

7.3 The District shall furnish the President with a computer, and printer for the President's use at home during the term of this Agreement. The President shall maintain internet service and a dedicated telephone line (landline) at his residence, and shall additionally obtain a cellular telephone and service from a carrier of his choice. A monthly allowance of \$100.00 will be provided to cover telephone/internet expenses. A monthly allowance of \$165 will be provided to cover cellular telephone expenses. The President shall also receive a one-time \$10,000 relocation stipend, payable in January, 2018.

8. Fringe Benefits. The District shall provide to the President all health and welfare benefits which presently include health, medical, vision, dental, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Anderson shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

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

9.2 Non-renewal of this Agreement shall be in accordance with Education Code sections 72411, 72411.5 and 87458. If the Board determines to exercise its right to not renew this Agreement, the Board shall send to Dr. Anderson written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to Dr. Anderson, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. Retreat rights, if any, to a first-year probationary faculty position shall be in accordance with Education Code section 87458 and District Policy. If a notice of non-renewal is issued for any of the causes enumerated in Education Code section 87732, the notice of nonrenewal shall so state, and shall operate to preclude application of retreat rights. The procedures for dismissal set forth in Education Code sections 87660 et seq. and sections 87732 et seq. shall not apply to non-renewal of this Agreement.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the President with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code sections 87660 et seq. and sections 87732 et seq. shall not apply to termination of this Agreement. The President shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The President may, at his own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the President, provide the President with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this section, the President shall not be entitled to any additional

procedural protections. Upon issuance of the Board's written decision pursuant to this section, the President shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the President with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the President shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Offset against this amount shall be any amount of compensation that Dr. Anderson could earn as a full-time first year probationary faculty member employed in the District. Any early termination pursuant to this section shall not include any other noncash items, and Dr. Anderson's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this section. This Agreement incorporates by reference and is subject to the provisions of California Government Code section 53260.

9.5 Since Dr. Anderson has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code section 87732. Effective the date of hire as an administrator in the District, he will be placed on Class V, Step 4 of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat. In accordance with Board Policy, the parties anticipate a certification will issue shortly after initial approval of this Agreement (in September, 2017) specifying, for purposes of exercising retreat rights, the discipline(s) in which the President possesses minimum qualifications similar in experience and education to those expected of a newly employed faculty member. The Chancellor is hereby directed to specify such discipline(s) in the space provided:_____.

It is the intent of the parties that this Agreement be formally amended to specify such discipline(s) at such time as the Agreement is next amended.

9.6 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the President is convicted of a crime constituting "abuse of office," the President shall reimburse the District to the fullest extent mandated by Government Code section 53423 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53423 et seq.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

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

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

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

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

GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Timothy Jemal
President, Governing Board

Dated _____

By _____
Debra Fitzsimons, Ed.D.
Interim Chancellor

Dated _____

By _____
Gregory Anderson, Ed.D.

Dated _____

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PRESIDENT
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9.6 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the President is convicted of a crime constituting "abuse of office," the President shall reimburse the District to the fullest extent mandated by Government Code section 53423 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53423 et seq.

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

GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Timothy Jemal
President, Governing Board

Dated _____

By _____
Debra Fitzsimons, Ed.D.
Interim Chancellor

Dated _____

By _____
Gregory Anderson, Ed.D.

Dated _____

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

3. Powers and Duties. Dr. Anderson shall perform all of the powers and duties of the position of the President at the District's Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Anderson may be transferred or assigned to any duties or positions for which he possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the President shall be according to the Academic Administrators Salary Schedule: Range 27, Step 6, \$235,236 per annum. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the President's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Anderson shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. Dr. Anderson shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Anderson shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Anderson may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Anderson reaches this maximum amount he will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Anderson shall be entitled to compensation for unused and accrued vacation days at his then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Chancellor. The President may work remotely prior to October 16, 2017; thereafter, the President may work remotely as approved by the Chancellor.

6. Performance Evaluations.

6.1 The Chancellor will provide Dr. Anderson with periodic opportunities to discuss the President/Chancellor relationship.

6.2 The Chancellor will set Dr. Anderson's goals for each college year. Dr. Anderson's performance in achieving those goals and carrying out his other duties will be evaluated by the Chancellor by June 20 of that college year.

7. Expenses and Required Memberships.

7.1 The District shall reimburse Dr. Anderson as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Anderson in the performance of the duties of President.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Anderson for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Dr. Anderson with a monthly stipend of \$625 to cover use of a personal automobile within Orange County.

7.3 The District shall furnish the President with a computer, and printer for the President's use at home during the term of this Agreement. The President shall maintain internet service and a dedicated telephone line (landline) at his residence, and shall additionally obtain a cellular telephone and service from a carrier of his choice. A monthly allowance of \$100.00 will be provided to cover telephone/internet expenses. A monthly allowance of \$165 will be provided to cover cellular telephone expenses. The President shall also receive a one-time \$10,000 relocation stipend, payable in January, 2018.

8. Fringe Benefits. The District shall provide to the President all health and welfare benefits which presently include health, medical, vision, dental, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Anderson shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

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

9.2 Non-renewal of this Agreement shall be in accordance with Education Code sections 72411, 72411.5 and 87458. If the Board determines to exercise its right to not renew this Agreement, the Board shall send to Dr. Anderson written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to Dr. Anderson, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. Retreat rights, if any, to a first-year probationary faculty position shall be in accordance with Education Code section 87458 and District Policy. If a notice of non-renewal is issued for any of the causes enumerated in Education Code section 87732, the notice of nonrenewal shall so state, and shall operate to preclude application of retreat rights. The procedures for dismissal set forth in Education Code sections 87660 et seq. and sections 87732 et seq. shall not apply to non-renewal of this Agreement.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the President with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code sections 87660 et seq. and sections 87732 et seq. shall not apply to termination of this Agreement. The President shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The President may, at his own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the President, provide the President with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this section, the President shall not be entitled to any additional

procedural protections. Upon issuance of the Board's written decision pursuant to this section, the President shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the President with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the President shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Offset against this amount shall be any amount of compensation that Dr. Anderson could earn as a full-time first year probationary faculty member employed in the District. Any early termination pursuant to this section shall not include any other noncash items, and Dr. Anderson's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this section. This Agreement incorporates by reference and is subject to the provisions of California Government Code section 53260.

9.5 Since Dr. Anderson has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code section 87732. Effective the date of hire as an administrator in the District, he will be placed on Class V, Step 4 of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat. In accordance with Board Policy, the parties anticipate a certification will issue shortly after initial approval of this Agreement (in September, 2017) specifying, for purposes of exercising retreat rights, the discipline(s) in which the President possesses minimum qualifications similar in experience and education to those expected of a newly employed faculty member. The Chancellor is hereby directed to specify such discipline(s) in the space provided:_____.

It is the intent of the parties that this Agreement be formally amended to specify such discipline(s) at such time as the Agreement is next amended.

9.6 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the President is convicted of a crime constituting "abuse of office," the President shall reimburse the District to the fullest extent mandated by Government Code section 53423 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53423 et seq.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

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

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

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

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

GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Timothy Jemal
President, Governing Board

Dated _____

By _____
Debra Fitzsimons, Ed.D.
Interim Chancellor

Dated _____

By _____
Gregory Anderson, Ed.D.

Dated _____

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Adopt Resolution No. 17-30: Classified Employee/Position Layoff

ACTION: Ratification

BACKGROUND

Due to inadequate funds remaining in the Saddleback College Career Pathways Trust Grant, it is necessary to reduce two full-time classified program technician positions through layoff.

STATUS

The classified positions in Exhibit A shall be eliminated. Order of layoff shall be determined in accordance with the Education Code 88017 and the collective bargaining agreement as applicable.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-30 and ratify the reduction and/or discontinuance of classified service as shown in Exhibit A.

South Orange County Community College District

**GOVERNING BOARD
RESOLUTION 17-30**

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Interim Chancellor, hereby determines that the following classified positions be eliminated, as of September 25, 2017 due to a lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
2	<i>Program Technician Specially Funded Pathways Trust Grant Position ID# P0005148 & Position ID# P0004241 Saddleback College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127, and Article 17 of the Collective Bargaining Agreement ("Agreement") between the District and the California School Employees Association – Chapter 586 (where applicable).
2. That the Interim Chancellor, or her designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoffs shall become effective on November 27, 2017 subject to negotiations to the extent required by law.
4. That employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 25th day of September, 2017 by the following vote.

Timothy Jemal, President

James R. Wright, Vice President

David B. Lang, Clerk

T.J. Prendergast III, Member

Marcia Milchiker, Member

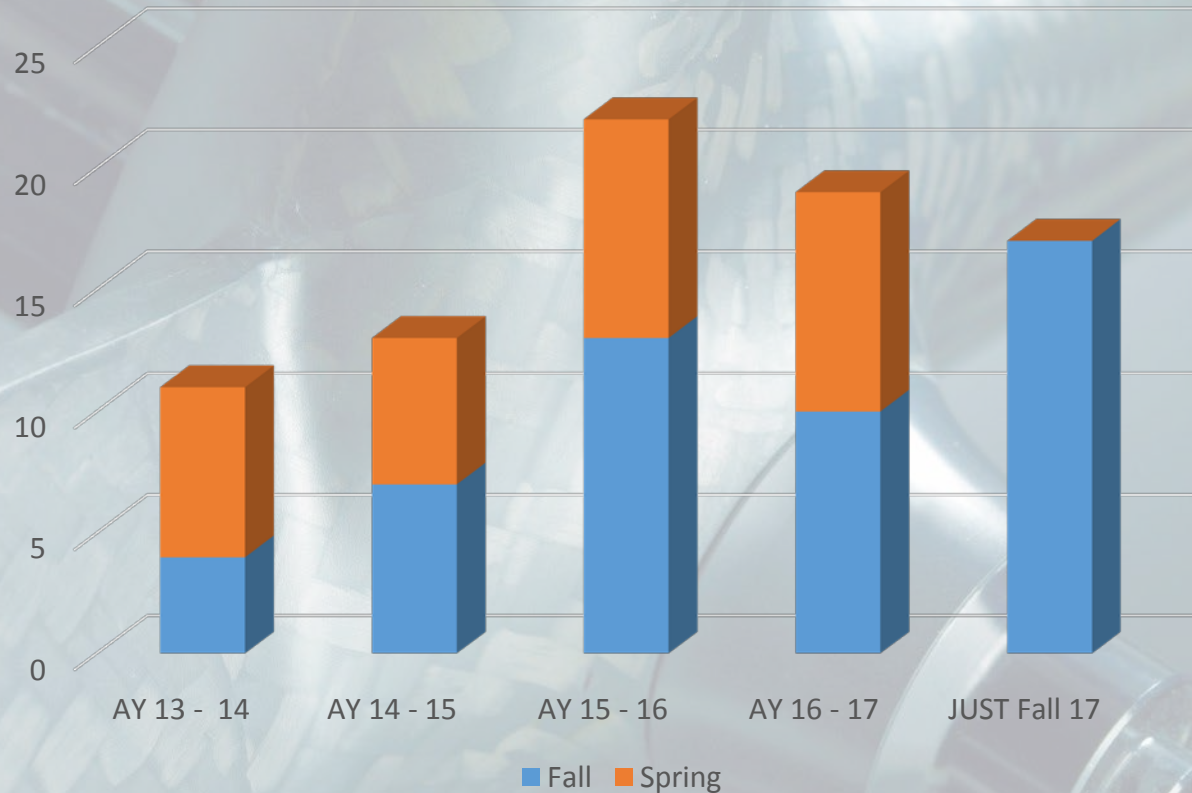
Barbara J. Jay, Member

Terri Whitt, Member

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

Innovation and Entrepreneurship Center

Program FTES by Academic Term



TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Saddleback College: Approve the Development of a Saddleback College Innovation and Entrepreneurship Center and authorize the District to enter into lease negotiations for off-site lease to house the Center

ACTION: Approval

BACKGROUND

Saddleback College's Career Technical Education programming is severely limited by the lack of available space on campus. CTE programming is being promoted by the State of California, and locally, requests are being made by area businesses and manufacturing companies for programmatic expansion. A prime example is the College's Advanced Manufacturing Program which is at capacity and cannot fulfill student demand and industry demand for program graduates.

In response, the College has developed a proposal for an Innovation and Entrepreneurship Center which would be housed in off campus space in the heart of our community service area. The Center would include, but not be limited to:

- Housing and expanding the existing Advanced Manufacturing Center instructional program
- An Innovation Makerspace/Fab Lab
- An Innovation Learning Center supporting entrepreneurial learning, development of business plans, competitions, and business start-up assistance
- A Business Incubator
- Expansion of Contract Education by providing an alternative training center
- Future development of CTE programs, such as Welding, HVAC, Alarm & Cable Installation, etcetera into viable FTES-generating and training programs
- Rental space for the City of Mission Viejo, Mission Viejo Chamber of Commerce, and Mission Viejo Foundation Offices

Occupancy for college and partner operational offices could occur as early as summer 2018, depending on lease negotiations, with full classroom operations commencing fall 2018 or perhaps sooner depending on facility modifications.

STATUS

College governance entities at Saddleback College have reviewed this proposal and Consultation Council has recommended as submitted. The City of Mission Viejo and other partners have also endorsed and are very supportive of this proposal. We are strategically

Item Submitted By: *Denise Whittaker, Acting President*

poised to move forward once the Board of Trustees approves the next step to negotiate the lease for an off-site facility in Mission Viejo.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the development of a Saddleback College Innovation and Entrepreneurship Center and authorize the District to enter into lease negotiations for off-site space to house the Center.



Saddleback College Innovation and Entrepreneurship Center

Business Plan

Prepared by
Israel S. Dominguez, MBA
Director of Economic and Workforce Development

Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692
949-582-4500
Fax: 949-347-2431

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Executive Summary

The City of Mission Viejo approached Saddleback College in March 2016 to partner with them to start a business incubator in the City of Mission Viejo. After extensive research on the various models of business incubators, identifying best practices, and identifying business incubators in Orange County, we determined that a business incubator alone was not sustainable in the long-term.

Saddleback College had applied for a CCC Makerspace grant (i.e. Fabrication Lab) in support of our existing manufacturing program. The CCC Makerspace is funded by the California Community College Chancellor's Office, Workforce and Economic Division under the Doing What Matters for Jobs and the Economy framework. This is a two year grant funded at \$350,000 per year. The grants objectives include:

- Student Success –Empower and engage students through mentoring and internships to discover and prepare for Science, Technology, Engineering, Math (STEM)/ Science, Technology, Engineering, Art, Math (STEAM) careers. Use CCC Maker funding to support 50 paid internships per college to contribute to 1,000 internships throughout the state by the completion of the program in 2019.
- Makerspace – Plan and implement an appropriately equipped, inclusive and sustainable Makerspace that addresses the specific interests and needs of students.
- Community of practice – Initiate an inclusive network of faculty, industry, other educational partners and students to communicate, share experiences and resources, evaluate outcomes and iterate best practices in the statewide CCC Maker Community of Practice.
- Curriculum innovation – Support faculty to create learning platforms and embed making into curriculum design to develop programs that align with industry needs, support an entrepreneurial ecosystem and foster innovation across the curriculum.

While the college was not awarded the grant, we have subsequently received commitment from the Paton Group that they will donate all needed equipment for the makerspace and the Advanced Manufacturing program.

One of the top priority industry sectors in Orange County is Advanced Manufacturing. Many employers in this industry sector have difficulty finding and hiring qualified skilled workers to replace an aging workforce. Our existing Advanced Manufacturing program and STEM related degree programs are designed to meet this employer need. However, our Advanced Manufacturing program does not allow us meet local labor demand due to physical lab limitations in regard to space and heavy/large equipment necessary to provide experiential learning. There is simply no suitable space available on campus.

In Orange County, annual manufacturing job openings far exceed program completion rates and hence demand exceeds supply. In 2015, there were 34 program completions in Orange County with 552 job openings for Manufacturing, Engineering Technology/Technicians and Manufacturing Engineers. The majority of recent completions are from community colleges and the certificates earned required less than one year of training. The target occupations data for these programs is very positive, with 12,923 jobs in Orange County, 33% above National average and with a +8.2% projected job growth between 2016-2025.

The median hourly earnings of Manufacturing Engineers of \$48.15 and that of Industrial Engineering Technicians of \$27.16 all provide a living wage. We identified the location of manufacturing companies within a 25 mile radius of the campus and plotted them by company size and found a high concentration of companies these businesses around Saddleback College as well as the proposed location for the Saddleback College Innovation and Entrepreneurship Center.

By offering a comprehensive Advanced Manufacturing facility and CCC Makerspace/Fab Lab, Saddleback College will be well positioned to meet the workforce needs of this priority industry sector in our region.

The Saddleback College 2015-2020 Economic and Workforce Development Plan (EWD) is tied to the Strategic Plan. Saddleback College Strategic Planning Goal 3.4 states, “Improve the college collaborative work experience program by developing employer partnerships and increasing placements of Saddleback students in paid internships.” Theme 1 of the EWD Plan states, “Support student success by improving the quality of EWD programs and services.” Action step #3 under this theme states, “Support development of the Entrepreneurship and Innovation Learning Center (EILC): Expand current efforts to address entrepreneurship in all CTE programs and infuse focus and awareness of small business issues throughout the curriculum. Through the EILC, offer programs for self-employed and small business owners, including networking, business-to-business mentoring.”

The Business Concept

By identifying the business need (qualified workers) we were able to create a clear vision for a solution. Together with faculty, we looked at our Economic Plan, analyzed LMI, pulled from our Program Reviews and aligned with our College’s Strategic Goals and the first action plan was identified: locate a feasible facility. We held meetings with the City of Mission Viejo and their Economic Development Team and decided upon a collaboration between Saddleback College and the City of Mission Viejo. We estimated budget needs and identified multiple funding sources. We moved through collegial consultation with our Academic Senate, Consultation Cabinet, President’s Executive Team, and District Leadership team, and are ready to present our comprehensive plan.

The solution to this providing sufficient numbers of skilled employees, the Saddleback College Innovation and Entrepreneurship Center, is founded in the following:

- The center will house the existing Advanced Manufacturing program (formerly Rapid Digital Manufacturing) which allows for program growth and FTES generation. The Advanced Manufacturing credit program, required additional space, equipment and classified support to increase FTES generation. With the Center's flexible design, the space needs can be addressed as needed.
- The Center will also be home to the CCC Innovation Makerspace/Fab Lab – allowing students to bring their creative minds to innovate, design and create in a supervised and supported environment – this proximity to the instructional program promotes learning in Science, Technology, Engineering, Art, and Math (STEAM). The CCC Makerspace is a 2 year grant, up to \$350k/yr.
- The Center will host the Entrepreneurship and Innovation Learning Center (EILC). The EILC supports students' entrepreneurial learning, business plans, competitions, and business start-ups. Students will learn how to establish, grow and succeed in new and/or existing small businesses. The Center will provide practical tools and resources for students, individuals, and the community.
- The Center will host the Business Incubator which will seek to attract and support the most vibrant talent, and promising innovators and entrepreneurs. The best of the startups/early stage companies we incubate will grow into successful South Orange County businesses, generating the living wage jobs of tomorrow and spurring our local economy.
- The Center will also allow for the expansion of our Contract Education program to deliver customized training to local employers. Saddleback College is dedicated to delivering results-oriented, customized training that builds and maintains a highly skilled and productive workforce. Whether an organization requires employee training in basic computer skills, customer service, or in a highly technical area such as advanced manufacturing technology, Saddleback College can provide training professionals and subject matter experts who can create and deliver programs to all levels of staff. The Center will provide a permanent location to deliver not-for-credit, fee-based customized training.
- The Center will incubate future CTE programs such as HVAC, Welding, Alarm and Cable Installation, Construction Logic Control Unit Programming, and both credit and non-credit programs, with short certificates, industry recognized certification and "Digital Badges."
- In partnership with the City of Mission Viejo, the Center will also house both the City of Mission Viejo Chamber of Commerce and the City of Mission Viejo Foundation.

Current Situation

The Advanced Manufacturing lab is not multi-disciplinary and is not open to students who wish to tinker or innovate. Innovation is not currently tied to entrepreneurship or business incubation. In other words, students currently do not have a space to innovate and receive guidance to take their innovative ideas to the next level, such as prototyping and then creating a business model to take the innovation to commercialization. Moreover, our college does not have the physical space for an entrepreneurship and innovation center as well as space for a business incubator.

In partnership with the City of Mission Viejo, we have identified an off campus location. The idea behind the Saddleback College Innovation & Entrepreneurship Center is to host the Advanced Manufacturing program which will allow for program growth and increase in FTES. It will be the home to the Innovation Makerspace/Fab Lab. It will host the Entrepreneurship and Innovation Learning Center and the Business Incubator. By anchoring the Makerspace to the Advanced Manufacturing program and supported by the other programs mentioned herein and tying it to curriculum for enrollments and FTES growth which in turn generates General Fund allocation, we can create a center that is sustainable.

Key Success Factors

- Increase the enrollments and FTES of the Advancement Manufacturing program.
- Introduce new Business and Entrepreneurship Courses at the Center.
- Incubate future CTE programs like HVAC, Welding, Alarm and Cable Installation, Construction Logic Control Unit Programming, and both credit and non-credit programs, with short certificates, industry recognized certification and “Digital Badges.”
- The Innovation Makerspace/Fab Lab – allows students and community to bring their creative minds to innovate and create in a supervised and supported environment – promotes learning in Science, Technology, Engineering, Art, Math (STEAM).
- The Center will host the Business Incubator which will seek to attract and support the most vibrant talent, and promising innovators and entrepreneurs. The best of the startups/early stage companies we incubate will grow into successful South Orange County businesses, generating the living wage jobs of tomorrow and spurring our local economy.
- Increase the amount of Contract Education delivered to industry. Saddleback College is dedicated to delivering results-oriented, customized training that builds and maintains a highly skilled and productive workforce. Whether an organization requires employee training in basic computer skills, customer service, or in a highly technical area such as advanced manufacturing technology, Saddleback College has the training professionals and subject matter experts who can create and deliver programs to all levels of staff. The Center will provide an ideal location to deliver not-for-credit, fee-based customized training.

Financial Situation/Needs

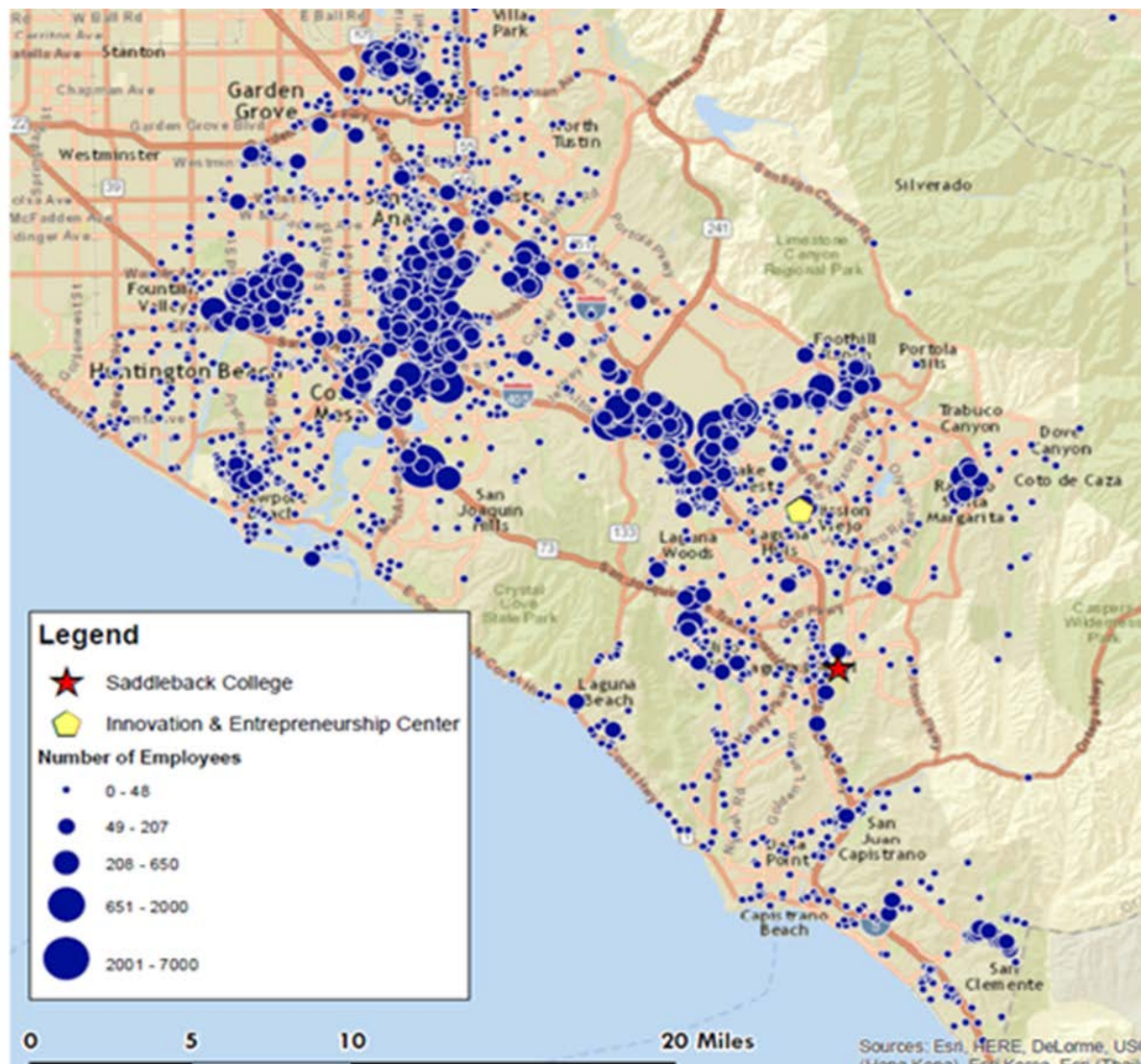
To help offset operating costs, the Saddleback College Innovation & Entrepreneurship Center will generate funding from the following sources:

- Strong Workforce Program (Advanced Manufacturing Program)
- Perkins
- FTES
- Monthly Fee, “rent” to early stage companies
- Hourly or weekly Fab Lab fees charged for public use
- Donations and Sponsorships
- Workshops and Training Seminars fees
- Advanced Consulting Services
- Conference and classroom fees
- Contract Education Revenue - customized training
- City of Mission Viejo Rent Subsidy
- Community Development Block Grants (CDBG)

Business Development

By offering a comprehensive Advanced Manufacturing facility, the CCC Makerspace/Fab Lab, and expanded curriculum, Saddleback College will be well positioned to meet the workforce needs of this priority industry sector in our area.

Concentration of manufacturing companies within a 25 mile radius of the Saddleback College campus:



We will leverage the existing career pathways and articulation agreements to grow our programs in Advanced Manufacturing, Information Technology, and Entrepreneurship.

Saddleback College Advanced Manufacturing Articulation Agreements for school year 2016-2017

School District	High School Name	Total Number of Agreements
Saddleback Valley Unified School District	El Toro High School	2
	Mission Viejo High School	2
	Trabuco Hills High School	2
Capistrano Unified School District	College and Career Advantage (ROP)	1
	College and Career Advantage	1
Coastline ROP	Coastline ROP	1
	Coastline ROP	1
	Coastline ROP	1
	Subtotal:	11

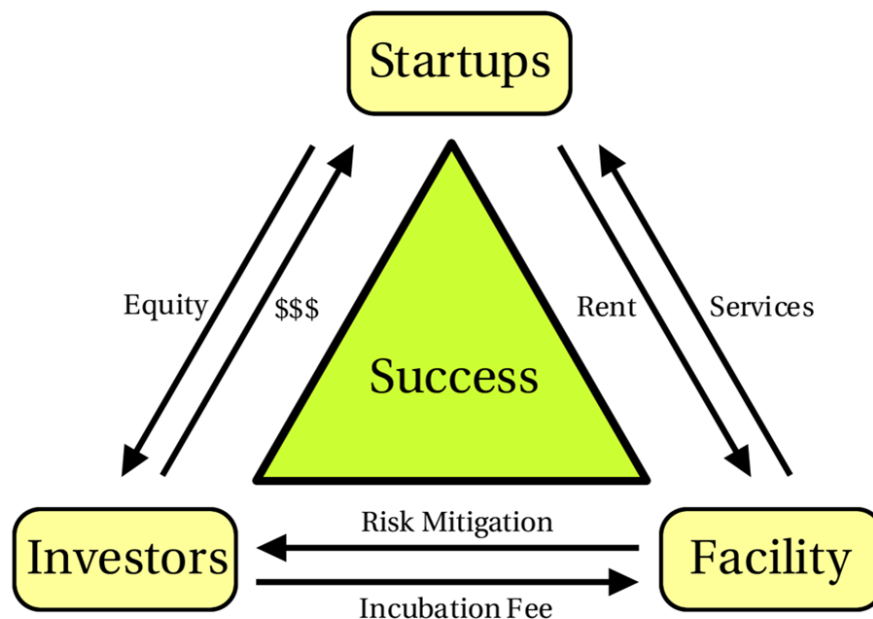
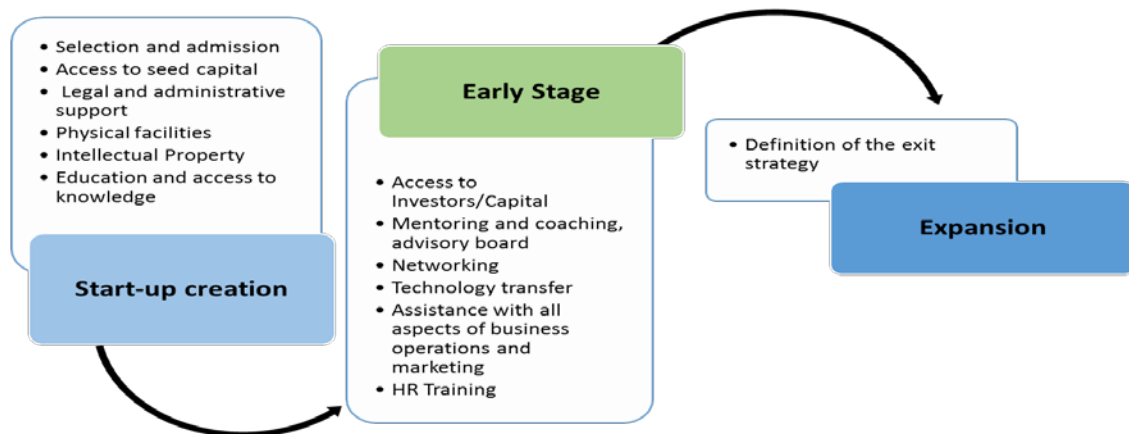
Saddleback College Information Technology (CIM, CMT and Computer Graphic Design - as Digital Media) Articulation Agreements for school year 2016-2017

School District	High School Name	Total Number of Agreements
Saddleback Valley Unified School District	El Toro High School	3
	Laguna Hills High School	1
	Mission Viejo	2
	Trabuco Hills High School	4
Coastline ROP	Coastline ROP	3
New Vista Tech Academy	New Vista Tech Academy (private school)	10
Capistrano Unified School District	College and Career Advantage	6
Laguna Beach Unified School District	Laguna Beach High School	3
	Subtotal:	32

Saddleback College Entrepreneurship Articulation Agreements for school year 2016-2017

School District	High School Name	Total Number of Agreements
Capistrano Unified School District	College and Career Advantage (ROP)	2
Coastline ROP	Coastline ROP	1
	Subtotal:	3

In regards, to the Business Incubator, a flat incubation service fee will be charged to early stage companies that encompasses both space and services (i.e., internet access, telephone, fax, administrative support, business mentoring/coaching, technical assistance, networking opportunities and range of free or discounted professional services that are part of an incubation program.) Applied learning opportunities for students will be made available as interns with early stage companies!



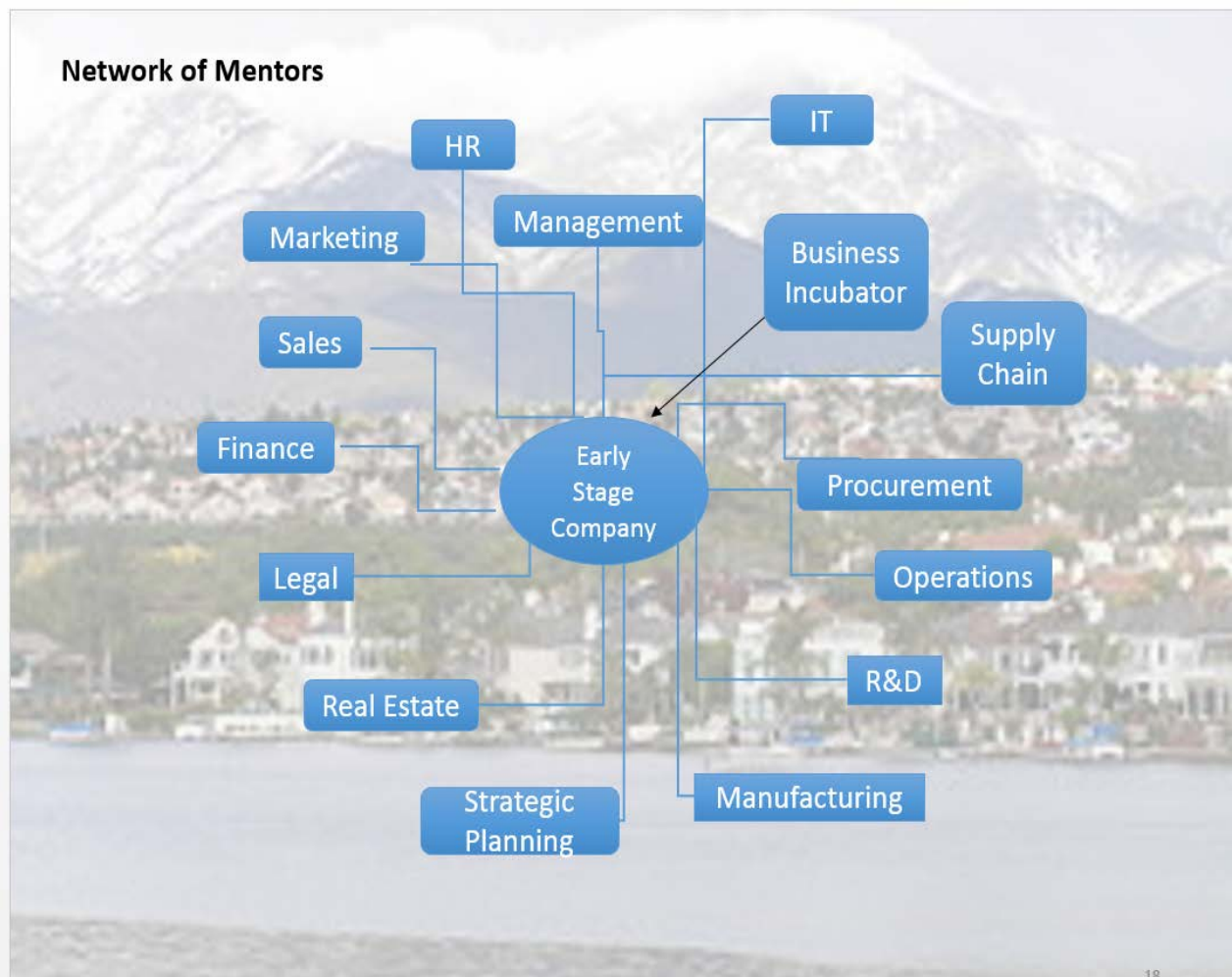
The Saddleback College Business Incubator will be guided by a Steering Committee – a collaboration of area business leaders, city representatives and Saddleback College staff who will work to provide facilities and programming in a start-up bootstrapping culture

to our target audience – early stage companies: the innovators, creative, technical and business talent who form and support the entrepreneurial ecosystem.

A focus on the high-tech industry sectors will seek to attract early stage companies in advanced manufacturing, medical device manufacturing, cyber-security, software development, information technology, engineering services, biotech, and aerospace, etc. Other industry sectors will be considered based on the business model and likelihood of success.

By co-located the Business Incubator with the Makerspace, the Entrepreneurship and Innovation Learning Center, and the Advanced Manufacturing program, reliance on subsidies is drastically reduced and/or eliminated.

To be successful, the Business Incubator will seek to build a large network of industry experts and faculty mentors. The value proposition to early stage companies is the network of industry experts.



The Management Team

- John Jaramillo – Dean Economic and Workforce Development and Business Sciences
- Anthony Teng – Dean Advanced Technology and Applied Sciences
- Israel S. Dominguez – Director of Economic and Workforce Development
- Glen Stevenson, Mechanical Drafting/CAD Instructor
- Scott Fredrickson, Business/Entrepreneurship Instructor
- George Eaton, Associate Faculty, Division of Math, Science & Engineering
- Jeffery Greenberg, Associate Faculty, Business Sciences Division
- Katlin Choi, Grant Manager

Vision

To create a unique multi-disciplinary innovation, manufacturing, and entrepreneurial center for the benefit of Saddleback College students and the community where each of the service offerings support one another and create an applied learning opportunity with a STEAM focus.

The Makerspace will drive innovation in education and California Community College students will be prepared for success in STEM/STEAM careers that demand 21st Century skills.

Mission

The California Community College (CCC) Maker initiative will build a community of college makerspaces that welcome non-traditional students, support faculty in embedding making into instruction and offering adaptive curriculum, and partner with businesses to produce innovation-ready graduates inspired to contribute to the creative economy.

Market/Niche/Industry Analysis

Business incubation programs are often sponsored by private companies or municipal entities and public institutions, such as colleges and universities. Their goal is to help create and grow young businesses by providing them with necessary support and financial and technical services. There are approximately 900 business incubators nationwide, according to the National Business Incubation Association.

Incubators provide numerous benefits to owners of startup businesses. Their office and manufacturing space is offered at below-market rates, and their staff supplies advice and much-needed expertise in developing business and marketing plans as well as helping to fund fledgling businesses. Companies typically spend an average of one to two years in a business incubator, during which time they often share telephone, secretarial office, and production equipment expenses with other startup companies, in an effort to reduce everyone's overhead and operational costs.

The Makerspace initiative will drive innovation in education and prepare students for success in STEM/STEAM careers that demand 21st Century skills. Colleges will build makerspace communities, faculty will embed making into curriculum and employers will provide internships, all supporting students to explore, create and connect with opportunities.

The Entrepreneurship and Innovation Learning Center (EILC) supports students' entrepreneurial learning, business plans, pitch contests, and business start-ups. Students will learn how to establish, grow and succeed in new and/or existing small businesses. The Center will provide practical tools and resources for students, individuals, and the community.

In addition to Manufacturing, Engineering Technology/Technicians and Manufacturing Engineers, we researched the following occupations that our program prepares students to enter:

Occupations

Code	Description
51-4041	Machinists
51-4035	Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic
51-4011	Computer-Controlled Machine Tool Operators, Metal and Plastic
51-4072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic
51-4034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic
17-3029	Engineering Technicians, Except Drafters, All Other
17-3019	Drafters, All Other

Regions

Code	Description
6059	Orange County, CA

Occupation Summary for 7 Occupations

<p>10,922</p> <p>Jobs (2016)</p> <p>22% above National average</p>	<p>+4.4%</p> <p>% Change (2016-2025)</p> <p>Nation: +6.2%</p>	<p>\$17.67/hr</p> <p>Median Hourly Earnings</p> <p>Nation: \$19.16/hr</p>
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Regional Trends



The Overall Market

South Orange County does not have anything similar to the Saddleback College Innovation and Entrepreneurship Center. There are numerous business incubators in Orange County and most struggle for sponsorships and donations. The closest Fab Lab is the Urban Workshop which is located in Costa Mesa. The closest Small Business Development Center is located at Rancho Santiago CCD and has very little presence in South Orange County. Of course there is SCORE and in partnership with area cities they put on basic business and start up workshops. Moreover, there is no single entity in California that combines a Makerspace, a Business Incubator, an Entrepreneurship Center, and an Advanced Manufacturing program under one roof.

Statewide and nationally there is movement toward Makerspaces or Fab Labs. The Maker Education at California Community Colleges supports college makerspaces, nurtures a make culture and incorporates innovation, entrepreneurship and making into education. There is a large demand for incumbent workforce training in South Orange County and Saddleback College has successfully launched our Contract Education program. Many of the employers whom we meet with to identify and understand their workforce training needs have expressed an interest in and support for a training and manufacturing facility with computer labs that can accommodate training their incumbent workforce.

The Saddleback College Economic and Workforce Development division facilitates a variety of solutions for employment development and workforce training. From no-cost to low-cost general training, the Economic and Workforce Development division can help businesses with their workforce training needs.

Saddleback College delivers training programs for both future and current workers to prepare them to be competitive with the workforces of other countries in the application of emerging technologies. In addition, businesses need assistance in developing corporate

cultures that unleash the creative genius of the workers, give them new tools to increase productivity and improve the quality of products and processes.

Saddleback College responds to the workforce training needs of business within their local communities. Our customized training services represent an entrepreneurial response at the local level that can significantly respond to the needs of business, industry, and government to prepare the workforce to be competitive in an increasingly competitive global market. Through training and consulting services, Saddleback College's Economic and Workforce Development division delivers in-demand solutions needed by businesses to meet their workforce development challenges that will affect their economic success.

Whether businesses need their workforce trained in business skills, computer skills, management skills, or manufacturing skills, Saddleback College can deliver the resources necessary to meet the needs of our local economy and the primary industry sectors in Orange County which includes:

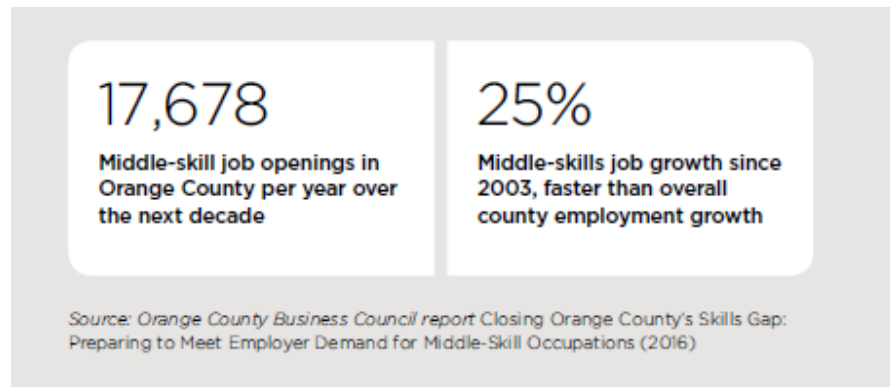
- Advanced Manufacturing
- Advanced Transportation and Renewables
- Energy (Efficiency) & Utilities
- Global Trade and Logistics
- Healthcare
- Information & Communication Technologies (ICT) & Digital Media
- Life Sciences & Biotech
- Retail/Hospitality/Tourism
- Small Business

Changes in the Market

According to the Orange County Community Indicators 2017 report, "The national economy currently suffers from a skills gap, as thousands of jobseekers entering the labor force simply do not have the skills that employers need. This labor force skills gap threatens the future economic growth of the nation, and Orange County is not immune. Current growth in middle-skill jobs – particularly within health care, advanced manufacturing, and information technology sectors – suggests that technical education and training can help address the gap while creating higher paying jobs for Orange County residents... Business consulting and research firm, Deloitte, predicts that, nationwide, the skills gap will leave two million jobs unfilled by 2025 in manufacturing alone.

New middle-skill jobs are thriving in Orange County. As many as 41 of the 50 occupations projected by California's Employment Development Department to create the most jobs in Orange County over the next decade will not require a four-year degree, and many are middle-skill jobs offering upward mobility and paying above average wages, giving individuals and families the opportunity to become financially stable and resilient.. A 2016 Orange County Business Council (OCBC) report, "Closing

Orange County's Skills Gap: Preparing to Meet Employer Demand for Middle-Skill Occupations," funded by JP Morgan Chase's New Skills at Work initiative, found that there was 25% growth in middle-skill jobs in Orange County between 2003 and 2015, with continued projected growth of 15% over the next decade."



Market Segments

As a community college we serve students and the community across numerous educational programs. The focus of the Saddleback College Innovation and Entrepreneurship Center will be on the following CTE programs:

- Advanced Manufacturing
- Business and Entrepreneurship
- Information Technology
- Computer and Information Management
- Computer Maintenance Technology
- And most any program that can fit under Science, Technology, Engineering, Art, and Math (STEAM)

Target Market and Customers

Our target market will be students, community members, and early stage companies in the STEAM fields.

The CCC Makerspace movement aims at changing education by better preparing students for STEAM and entrepreneurial careers, and makerspaces strengthen regional economies. The benefit is to create relevant career pathways and stackable credentials, promote student success and get Californians into jobs.

The Business Incubator will focus on the high-tech industry sectors and will seek to attract early stage companies in advanced manufacturing, medical device manufacturing,

cyber-security, software development, information technology, engineering services, biotech, and aerospace, etc. Other industry sectors will be considered based on the business model and likelihood of success.

Demographics of CTE students:

Saddleback College

[Click here to select a different college](#)

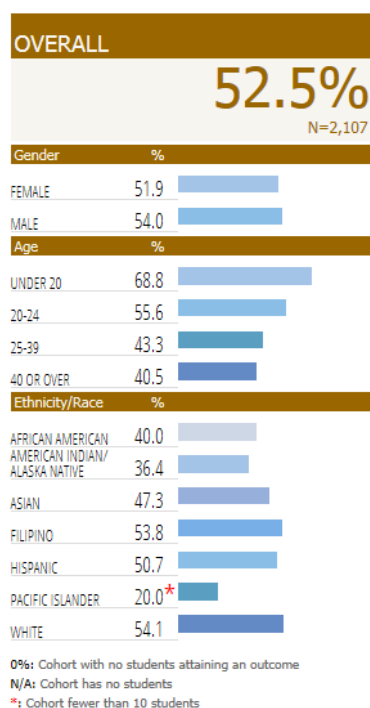
CURRENT PROFILE				DEGREE/TRANSFER OUTCOMES		CAREER TECHNICAL EDUCATION METRICS	
REMEDIAL/ESL	PERSISTENCE	30 UNITS	DEGREE/TRANSFER	CAREER TECHNICAL EDUCATION	SKILLS BUILDING		

[View Rates](#) [Metric Profile](#)

Career Technical Education

[Click here to view trend data](#)

Percentage of students completing more than eight units in courses classified as career technical education (or apprenticeship) in a single discipline for the first time in 2009-10 tracked for six years through 2014-15 who completed a degree, certificate, apprenticeship or transfer-related outcomes.



Competitive Analysis

Industry Overview

Saddleback College is clearly under the public education sector. The industry overview is specific to the Saddleback College Innovation and Entrepreneurship Center.

Business incubation programs are often sponsored by private companies or municipal entities and public institutions, such as colleges and universities. Their goal is to help create and grow young businesses by providing them with necessary support and financial and technical services. There are approximately 900 business incubators nationwide, according to the National Business Incubation Association.

In Orange County there are a number of business incubators including UCI's Tech Portal, People Space, Eureka, Cal State Fullerton's Startup Incubator, Fast Start Studio in Irvine, and Octane in Aliso Viejo.

The Orange County SBDC, an economic development program of Rancho Santiago Community College District is part of the Orange County/Inland Empire Regional SBDC Network and is funded in part through a cooperative agreement with the U.S. Small Business Administration (SBA) and California State University Fullerton.

The Orange County chapter of SCORE, Chapter 114, is comprised of over 100 volunteer mentors who leverage their expertise to help start and grow small businesses.

The Urban Workshop is the 3rd largest DIY workshop and makerspace in North America and provides the highest caliber of tools and equipment for our members to use along with the instruction needed to use it safely and effectively. It is located in Costa Mesa which quite a distance from Saddleback College.

Nature of Competition

While it is natural to think of the aforementioned organizations as competition, there is more need amongst industry and entrepreneurs than organizations to effectively serve them. There is no existing entity in South Orange County or in the state of California that combines an Advanced Manufacturing program, a Makerspace, an Entrepreneurship Center, a Business Incubator, and a facility that can deliver customized training to business and industry (i.e. Contract Education).

There is opportunity to partner with and refer clients to any of the business incubators in Orange County, the SBDC and SCORE.

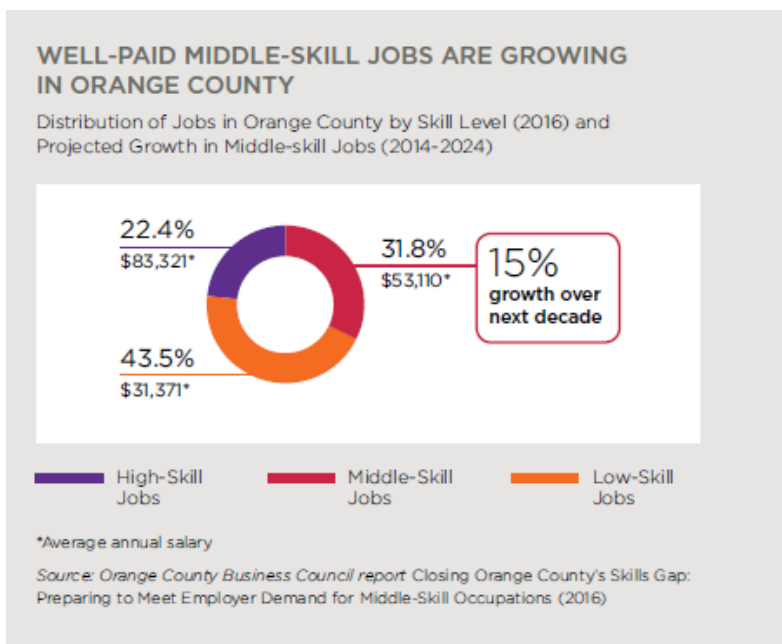
Steve Trindade, the owner of the Urban Workshop, serves on our Advanced Manufacturing Advisory Board and does not view the Saddleback College Innovation and Entrepreneurship Center as competition.

The Saddleback College Innovation and Entrepreneurship Center will primarily serve Saddleback students and South Orange County residents. The following neighboring colleges will also host a CCC Makerspace and are part of our supportive makerspace movement; Golden West College, San Diego College, Palomar College, Mira Costa College, Orange Coast College, Mt. San Antonio College, San Bernardino Valley College.

Changes in the Industry

In the May 2017, 3D Printing Industry newsletter, Nick Pearce, Director of Alexander Daniels Global explains, “2016 will be remembered in the Additive Manufacturing (AM) market for many things but it also marked a new era for Talent. With lots of new entrants and an expanding and changing value chain the ‘AM War for Talent’ began! A war that in my opinion will rage on for at least the next five years and more likely the next ten... True competitive advantage will be gained by those businesses that are able to recruit, train and retain the limited, and increasingly demanded, talent pool, with the skills and experience to achieve success in AM. Now competing on the same field as the early innovators in the sector are global giants though, with far deeper pockets, far better developed recruitment capabilities and much greater capacity to attract and retain the highest calibre professionals.”

The Orange County Community Indicators 2017 reports states:



“Contributing to the dearth of skilled employees is the fact that the job growth is happening in sectors that rely on new technology. Orange County’s three largest middle-skill industries are health care, information technology, and advanced manufacturing. Together, these industries account for approximately one-half (48%) of the county’s middle-skill jobs. To meet employer’s needs, the rapid technological advancement in all three industries requires continually-updated education and training programs, which often lag employer demand, resulting in a lack of qualified candidates for open positions.”



Primary competitors

Given the uniqueness of the Saddleback College Innovation and Entrepreneurship Center, there is no direct competitor. It should be noted, however, that the following organizations do compete in providing resources to early stage companies and entrepreneurs:

Octane & LaunchPad SBDC - their website claims they are recognized as the premier development partnership in Orange County’s technology sector, LaunchPad and SBDC connect high caliber entrepreneurs, industry experts, established companies and investors to fuel ideas, resource connections, and help local startup companies grow.

UCI’s TechPortal, Calit2 - a business technology incubator in the Calit2 Building, serves as a gateway to commercial viability for UCI-based startup companies. TechPortal offers affordable space, access to facilities and services, and mentoring, programs and expertise to help new companies gain traction in the marketplace.

Orange County SBDC - stimulates economic growth in Orange County by providing small businesses and entrepreneurs with expert consulting, effective training and access to resources. The Orange County SBDC, an economic development program of Rancho Santiago Community College District is part of the Orange County/Inland Empire Regional SBDC Network and is funded in part through a cooperative agreement with the U.S. Small Business Administration (SBA) and California State University Fullerton.

Orange County SCORE - is a nonprofit association dedicated to helping small businesses get off the ground, grow and achieve their goals through education and mentorships. Their work is supported by the U.S. Small Business Administration (SBA), and thanks to their national network of 11,000+ volunteers, they are able to deliver services at no charge or at very low cost.

Opportunities

There are a number of opportunities to collaborate and leverage resources with the SBDC, SCORE, OCTANE, and UCI's TechPortal.

For example, we can partner with the SBDC and SCORE to provide business mentoring to entrepreneurs living in South Orange County. These services can be provided at the Saddleback College Innovation and Entrepreneurship Center.

Saddleback College students who take advantage of our Entrepreneurship Innovation and Learning Center and Makerspace and who wish to transfer to UCI or Cal State Fullerton can easily transfer into their business incubator and continue on their entrepreneurial and innovation path.

Early stage companies we identify, who are in the pharmaceutical or biotech industry, can be referred to Octane for assistance.

In short, we can collaborate with a number of these organizations all with the goal of stimulating economic growth, creating jobs, strengthen and expand the entrepreneurial and innovation ecosystem in South Orange County, and provide students with unparalleled opportunities to innovate, create, and launch their own companies.

Threats and Risks

The primary threats and risks are:

- 1) We do not grow the enrollments and FTES in the Advanced Manufacturing program, Entrepreneurship, and other new CTE programs such as welding or HVAC.
- 2) We do not generate the program income projected in our five year financial projections.
- 3) The other entrepreneurial and innovation organizations refuse to collaborate and work with us and perceive the Saddleback College Innovation and Entrepreneurship Center as a direct competitor.

While these threats and risks are possible, they are not probable.

Strategy

Key Competitive Capabilities

- Saddleback College has a long history of successes, it is recognized as one of the top community colleges in California, and is well respected amongst the community.
- The Economic and Workforce Development, Business Sciences Division has very strong leadership with experience to oversee the operations of the proposed center.
- The City of Mission Viejo strongly supports the proposed Saddleback College Innovation and Entrepreneurship Center and has offered to co-locate their Chamber of Commerce and Foundation to help support the success of the center.
- The Chair of the Advanced Manufacturing Program and the Dean over the ATAS division have the experience and the vision to grow the program to levels that has never been achieved before.
- The CCC Maker movement creates an extraordinary opportunity to build a community college makerspaces that welcome non-traditional students and veterans, support faculty in embedding making into instruction, and partner with businesses to produce innovation-ready graduates. The benefit to students is that it creates career pathways and stackable credentials, promotes student success and get Californians into open jobs.
- Saddleback College has received numerous letters of support for this project that includes; Swift Engineering, George Fischer LLC, Saunders Property Company, K12 School Districts – CUSD and SVUSD, The City of Mission Viejo, Mission Viejo Chamber of Commerce, Mission Viejo Foundation, Goodwill of Orange County, Morgenstern Property Company, LLC, and London Coin Galleries.
- Never in the history of CTE has so much funding been invested by the California Community College Chancellors Office. Among the activities of the California Community Colleges Chancellor's Office, the programs of the Division of Workforce and Economic Development bridge the skills and jobs mismatch and prepare California's workforce for 21st century careers. The Division serves as administrator for several streams of state and federal funds, including Governor's Career Technical Education Pathways Initiative (SB70), Carl D. Perkins Career and Technical Education Act of 2006, and Proposition 98 dollars for Apprenticeship, Economic & Workforce Development (EWD), and Career Technical Education (CTE). And most recently the Strong Workforce program funding. The Governor and Legislature approved the Strong Workforce Program, adding a new annual recurring investment of \$200 million to spur career technical

education (CTE) in the nation's largest workforce development system of 113 colleges.

Key Competitive Weaknesses

As with all startups, the Saddleback College Innovation and Entrepreneurship Center will have a ramp up period before of the pieces of this endeavor are in place. The Center will need to rely on some financial support from the College.

While staffing is included in the budget and the Center will receive administrator oversight, there will be reliance on volunteers and mentors to ensure students and community members receive the support needed to ensure their success.

The entities listed in the primary competitors section are established and have a history of assisting entrepreneurs.

Strategy

- To ensure the growth and success of the Saddleback College Innovation and Entrepreneurship Center and the programs contained therein, we will execute an aggressive public relations and marketing strategy.
- We will collaborate with and leverage the resources of our K-12 partners, expand the number of industry partners, outreach to all the City Managers and Economic Development personnel in each of the cities located in South Orange County.
- We will engage multi-disciplinary faculty and support faculty in embedding making into instruction, and partner with businesses to produce innovation-ready graduates.
- Empower and engage students through mentoring and internships to discover and prepare for STEM/STEAM careers.
- Plan and implement an appropriately equipped, inclusive and sustainable Makerspace that addresses the specific interests and needs of students.
- Initiate an inclusive network of faculty, industry, other educational partners and students to communicate, share experiences and resources, evaluate outcomes and iterate best practices in the statewide CCC Maker Community of Practice.
- Support faculty to create learning platforms and embed making into curriculum design to develop programs that align with industry needs, support an entrepreneurial ecosystem and foster innovation across the curriculum.

- We will reach out to numerous suppliers of manufacturing equipment and area advanced manufacturing companies to donate equipment and sponsor the center.
- We will leverage the resources of the City of Mission Viejo Chamber of Commerce and the Foundation to promote the center and identify sponsors and donors.
- The center will host numerous workshops and seminars open to the public that will bring attention to entrepreneurship, innovation, the Makerspace, and the CTE programs offered at the center.

Products / Services

Service Description

The Saddleback College Innovation and Entrepreneurship Center will host the following programs and service offerings:

Business Incubator

The Center will host the Business Incubator which will seek to attract and support the most vibrant talent, and promising innovators and entrepreneurs. The best of the startups/early stage companies we incubate will grow into successful South Orange County businesses, generating the living wage jobs of tomorrow and spurring our local economy.

Entrepreneurship Innovation and learning Center

The Center will host the Saddleback Entrepreneurship and Innovation Learning Center – supports students’ entrepreneurial learning, business plans, pitch contests, business start-ups. Students will learn how to establish, grow and succeed in new and/or existing small businesses. The center will provide practical tools and resources for students, individuals, and the community. Tied to 2015-2020 EWD Plan and Goal #3 of the Strategic Plan.

Makerspace

The Center will be home to the Innovation Makerspace/Fab Lab which allows students to bring their creative minds to innovate and create in a supervised and supported environment – promotes learning in Science, Technology, Engineering, Art, Math (STEAM).

Advanced Manufacturing program

The Center will be the new home for the Advanced Manufacturing program, allows for program growth and FTES generation.

Workshops, Seminars, Conferences

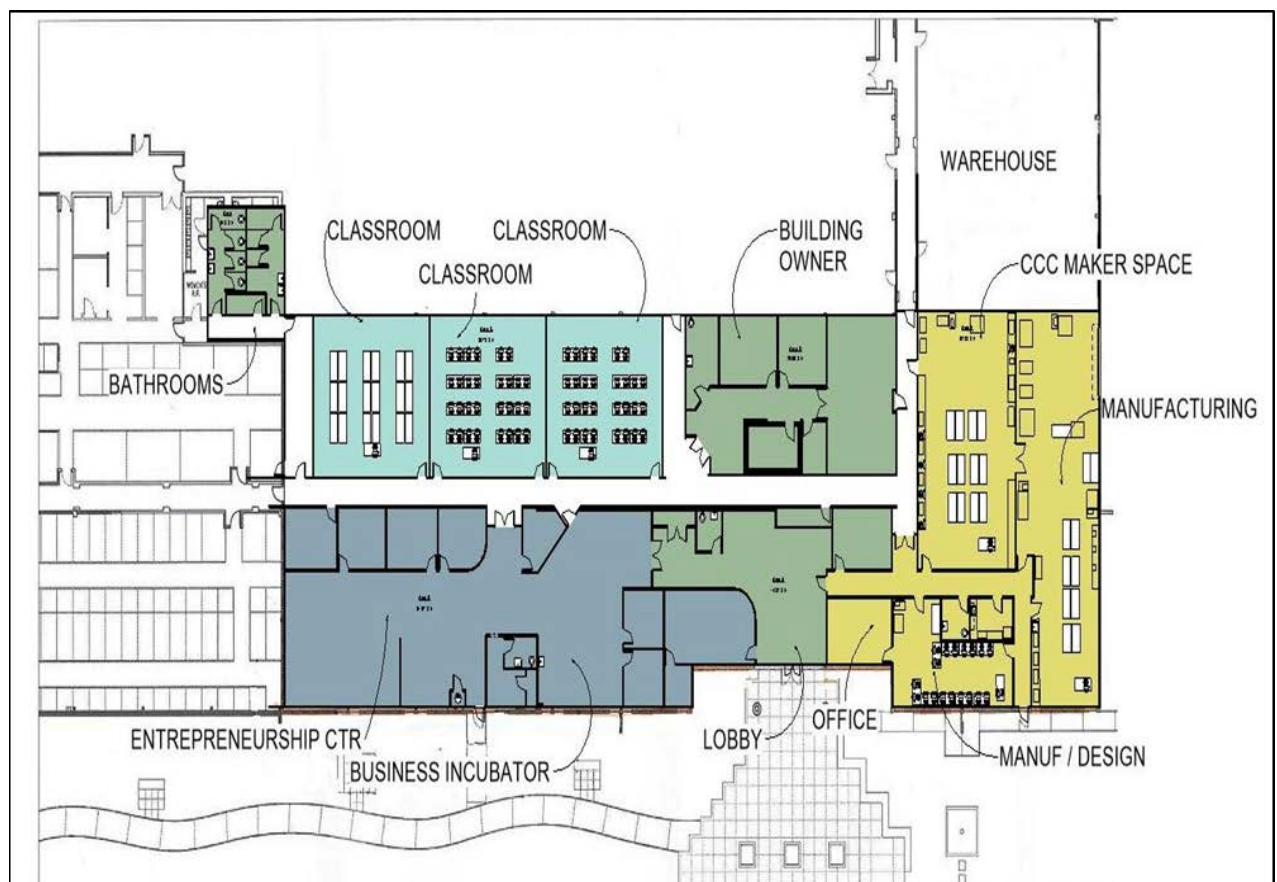
The Center will host fee based Entrepreneurship Conferences, Seminars, Workshops, Regional Professional Development.

Contract Education

Saddleback College is dedicated to delivering results-oriented, customized training that builds and maintains a highly skilled and productive workforce. Whether an organization requires employee training in basic computer skills, customer service, or in a highly technical area such as advanced manufacturing technology, Saddleback College has the training professionals and subject matter experts who can create and deliver programs to all levels of staff. The Center will provide the location to deliver Not-for-credit, fee-based customized training.

Positioning of Services

The location of the proposed Saddleback College Innovation and Entrepreneurship Center is 25725 Jeronimo Rd., Mission Viejo, CA 92691



Competitive Evaluation of Services

The Director of Economic and Workforce Development has visited regional Fab Labs, Makerspaces, SBDC's, SCORE offices located at One-Stop Centers, co-working spaces, and researched numerous business incubators in the region, state, and across the entire United States. While each of the entities have their areas of strength, they also have weaknesses.

By anchoring the Makerspace to the Advanced Manufacturing program and supported by the other programs mentioned herein and tying it to curriculum for enrollments and FTES growth which in turn generates General Fund allocation, we can create a center that is sustainable.

Future CTE Programs/Services

The Center will also incubate future CTE programs like HVAC, Welding, Alarm and Cable Installation, Construction Management Logic Control Unit Programming, and both credit and non-credit programs, with short certificates, industry recognized certification and "Digital Badges"

Marketing

Marketing Strategy

- To ensure the growth and success of the Saddleback College Innovation and Entrepreneurship Center and the programs contained therein, we will execute an aggressive public relations and marketing strategy.
- We will collaborate with and leverage the resources of our K-12 partners, expand the number of industry partners, outreach to all the City Managers and Economic Development personnel in each of the cities located in South Orange County.
- We will reach out to numerous suppliers of manufacturing equipment and area advanced manufacturing companies to donate equipment and sponsor the center.
- We will leverage the resources of the City of Mission Viejo Chamber of Commerce and the Foundation to promote the center and identify sponsors and donors.
- The center will host numerous workshops and seminars open to the public that will bring attention to entrepreneurship, innovation, the Makerspace, and the CTE programs offered at the center.

- We will send out newsletters to our contact lists and network of chambers of commerce.
- We will place a full page ad in the Orange County Business Journal.
- We will send out a press release to promote the grand opening of the center.
- Press releases will be sent out as we achieve success stories, new CTE program introductions, and newsworthy seminar and workshops.

Operations

Key Personnel

- John Jaramillo – Dean Economic and Workforce Development and Business Sciences
- Anthony Teng – Dean Advanced Technology and Applied Sciences
- Israel S. Dominguez – Director of Economic and Workforce Development
- Glen Stevenson, Mechanical Drafting/CAD Instructor
- Scott Fredrickson, Business/Entrepreneurship Instructor
- George Eaton, Associate Faculty, Division of Math, Science & Engineering
- Jeffery Greenberg, Associate Faculty, Business Sciences Division
- Katlin Choi, Grant Manager
- Program Lab Teach – TBD
- Administrative Assistants – Initially to be provided by co-tenant, RV Storage Dept. The owner of this business represents the owner of the building as his property manager. We may later hire two part-time admin assistants.
- The Business Incubator will be guided by a Steering Committee – a collaboration of area business leaders, city representatives and Saddleback College staff who will work to provide facilities and programming in a start-up bootstrapping culture to our target audience – early stage companies: the innovators, creative, technical and business talent who form and support the entrepreneurial ecosystem.

Number of Full- time employees: 2 (grant manager and lab tech)

Number of Part-time employees: 2 admin assistants

- Office Hours of Operation

Monday- Friday 8:00am – 5:00pm

- Makerspace Hours of Operation

Monday- Friday 10:00am – 7:00pm

Saturdays 10:00am – 5:00pm

- Classroom and Computer Lab, Advanced Manufacturing Lab (faculty use)

Monday- Friday 8:00am – 10:00pm

Saturdays – as needed

Hours of operation for each service and program offering will be adjusted as needed or recommended. Additionally, evening events may be scheduled to include workshops, seminars, and training classes. Also note that early stage companies we incubate may have their own schedule.

[illegible]

The owner of the building, Saunders Property Company, will invest in all the needed tenant improvements.

Financial Information for Proposed Saddleback College Innovation and Entrepreneurship Center

Saddleback College Innovation & Entrepreneurship Center - w/o Instruction					
Beginning Balance		\$ 474,141.76	\$ 1,325,013.04	\$ 1,076,843.48	\$ 851,030.12
Cash Inflow	Fiscal Yr. 1	Fiscal Yr. 2	Fiscal Yr. 3	Fiscal Yr 4	Fiscal Yr. 5
Workshops/Seminars	\$ 20,250.00	\$ 25,312.50	\$ 30,375.00	\$ 35,437.50	\$ 40,500.00
Contract Education	\$ 46,552.00	\$ 58,190.00	\$ 69,828.00	\$ 81,466.00	\$ 93,104.00
Business Incubator Fees	\$ -	\$ 36,000.00	\$ 45,000.00	\$ 54,000.00	\$ 63,000.00
Conference and classroom fees	\$ 9,000.00	\$ 11,250.00	\$ 13,500.00	\$ 15,750.00	\$ 18,000.00
Makerspace/ Fab Lab Fees	\$ 90,000.00	\$ 112,500.00	\$ 135,000.00	\$ 157,500.00	\$ 180,000.00
Strong Workforce - Regional	\$ 750,000.00	\$ 750,000.00			
Strong Workforce - Local	\$ 350,000.00	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
CDBG	\$ -	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Perkins	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
City of Mission Viejo Rent Subsidy	\$ 6,000.00	\$ 12,000.00	\$ 14,000.00	\$ 16,000.00	\$ 18,000.00
Equipment Donation In-kind - Paton Group	\$ 300,000.00	\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Cash Inflow Subtotal	\$ 1,365,802.00	\$ 1,690,252.50	\$ 628,703.00	\$ 679,153.50	\$ 729,604.00
Expenses:					
Move Advanced Manufacturing Program	\$ 200,000.00				
Equipment	\$ -	\$ -			
Rent (\$1.50 - \$2.20/sq. ft X15K sq. ft.)	\$ 236,250.00	\$ 326,550.00	\$ 338,447.00	\$ 350,700.00	\$ 363,321.00
Overhead (i.e. utilities, janitorial, security, etc.) Included in rent					
Program Coordinator w/benefits	\$ 84,601.44	\$ 88,852.68	\$ 93,297.96	\$ 97,919.64	\$ 102,876.48
Program Lab Tech w/ benefits	\$ 62,868.96	\$ 65,991.24	\$ 69,342.84	\$ 72,765.00	\$ 76,434.12
Contract Education Trainers	\$ 31,189.84	\$ 38,987.30	\$ 46,784.76	\$ 54,582.22	\$ 62,379.68
Fab Lab supplies	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
Marketing	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
IT Support	\$ 96,750.00	\$ 129,000.00	\$ 129,000.00	\$ 129,000.00	\$ 129,000.00
Accounting Support	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Unplanned Expenses	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Expense Subtotal	\$ 891,660.24	\$ 839,381.22	\$ 876,872.56	\$ 904,966.86	\$ 934,011.28
Net Income/Loss	\$ 474,141.76	\$ 850,871.28	\$ (248,169.56)	\$ (225,813.36)	\$ (204,407.28)
Net Cash Flow Balance	\$ 474,141.76	\$ 1,325,013.04	\$ 1,076,843.48	\$ 851,030.12	\$ 646,622.84

Saddleback College Innovation & Entrepreneurship Center - Instruction Only					
Beginning Balance		\$ 178,268.38	\$ 426,408.22	\$ 873,540.40	\$ 1,331,122.22
Cash Inflow	Fiscal Yr. 1	Fiscal Yr. 2	Fiscal Yr. 3	Fiscal Yr 4	Fiscal Yr. 5
FTES - Advanced Manufacturing	\$ 156,745.00	\$ 219,442.00	\$ 391,861.50	\$ 391,861.50	\$ 391,861.50
FTES - Business & Entrepreneurship	\$ 47,023.38	\$ 62,697.84	\$ 62,697.84	\$ 62,697.84	\$ 62,697.84
FTES - New CTE classes/programs			\$ 62,697.84	\$ 73,147.48	\$ 73,147.48
Cash Inflow Subtotal	\$ 203,768.38	\$ 282,139.84	\$ 517,257.18	\$ 527,706.82	\$ 527,706.82
Expenses:					
Adjunct Faculty	\$ 25,500.00	\$ 34,000.00	\$ 70,125.00	\$ 70,125.00	\$ 70,125.00
Expense Subtotal	\$ 25,500.00	\$ 34,000.00	\$ 70,125.00	\$ 70,125.00	\$ 70,125.00
Net Income/Loss	\$ 178,268.38	\$ 248,139.84	\$ 447,132.18	\$ 457,581.82	\$ 457,581.82
Net Cash Flow Balance	\$ 178,268.38	\$ 426,408.22	\$ 873,540.40	\$ 1,331,122.22	\$ 1,788,704.04
AM: 30 FTES Yr 1, 42 FTES Yr 2, and 75 FTES years following @ \$5,224.82 (FY 2017-2018 rate)					
BE: 9 FTES Yr 1, 12 FTES Yr 2 @ \$5,224.82					
New CTE: 12 FTES @ \$5,224.82, up to 14 FTES					

Cash Inflow Assumptions

FTES

Advanced Manufacturing

- Yr. 1: Low FTES estimate of $30 \times \$5,224.82 = \$156,745$
- Yr. 2: FTES estimate of $42 \times \$5,224.82 = \$219,442.00$
- Yr. 3 – 5: FTES estimate of $75 \times \$5,224.82 = \$391,861.50$

Business and Entrepreneurship: 9 FTES Yr. 1, 12 FTES Yr. 2 – Yr 5 @ \$5,224.82

New CTE: 12 FTES Yr. 3 @ \$5,224.82, up to 14 FTES Yr. 4 and 5

Workshops & Seminars Fees:

- Initially \$25 per workshop fee x 15 attendees x 2 per month
- \$65 per seminar fee x 50 attendees x 6 per year, then increase by 25% each year

Contract Education Program Income:

This will vary and grow over time. Very Conservative estimate: \$13.47 net ETP reimbursement rate x 8 hours of training x 12 employees x 3 companies per month, then increase by 25% each year.

Business Incubator Fee:

\$500 per month x 6 early stage companies hosted. $\$500 \times 6 \times 12 \text{ months} = \$36,000$.
Will grow to max of 8 hosted companies, then grow by 25% each year as more than one company can rent co-working space.

Conference and Classroom Fees:

Conference room \$75 per hour x 10 hours per month, classroom same, then increase by 25% each year in utilization. Example $\$75 \times 10 \text{ hrs} \times 12 \text{ months} = \$9,000$.

Makerspace/Fab Lab Fees:

Public use fees \$25 per hour x 10 people per month x 30 hours total per month avg.
Growth factor from base year of 1.25% year 2, 1.50% year 3, 1.75% year 4, 2.0 % year 5
 $\$25 \times 10 \text{ people} \times 30 \text{ hours} \times 12 \text{ months} = \$90,000$.

Strong Workforce Regional Funding – Subject to regional approval

Cash Outflow/Expense:

Year 1 Adjunct Faculty

- Semester rate of \$1288 x 3 units = \$3,864 x 1.10 benefits = \$4,250
- 39 FTES/4 FTES per section = 9.75 sections
- Each adjunct teaches an avg. of 3 sections.
- 3 adjunct faculty x \$4,250 x 2 semesters = \$25,500

Year 2 Adjunct Faculty

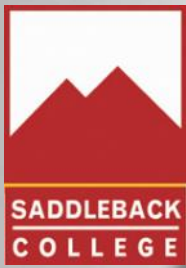
- Semester rate of \$1288 x 3 units = \$3,864 x 1.10 benefits = \$4,250
- 54 FTES/4 FTES per section = 13.5 sections
- Each adjunct teaches an avg. of 3 sections.
- 4 adjunct faculty x \$4,250 x 2 semesters = \$34,000

Years 3 – 5 Adjunct Faculty

- Semester rate of \$1288 x 3 units = \$3,864 x 1.10 benefits = \$4,250
- 99 FTES/4 FTES per section = 24.75 sections
- Each adjunct teaches an avg. of 3 sections.

Contract Education Trainers:

Cost of trainers is equal to 67% of contract education revenue



Saddleback College Innovation & Entrepreneurship Center

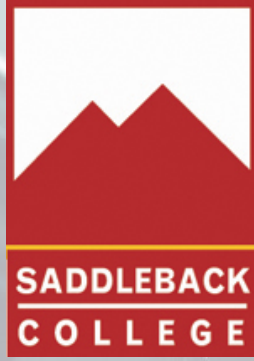
Israel S. Dominguez, Director Economic & Workforce Development

**John Jaramillo, Dean of Economic & Workforce Development and
Business Sciences**

Carol Hilton, VP Administrative Services

Innovation and Entrepreneurship Center

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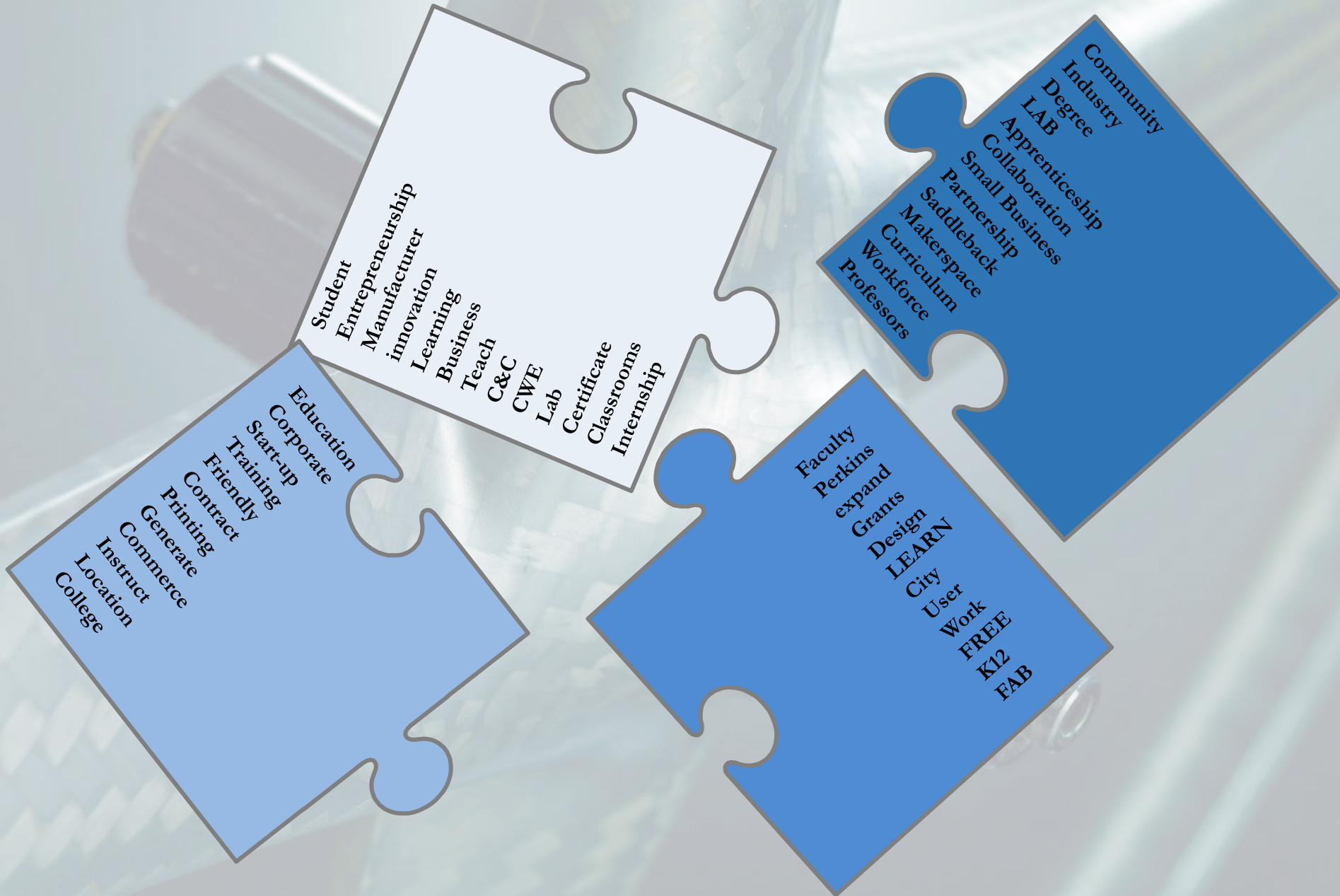


The Saddleback College Innovation & Entrepreneurship Center will be a collaboration between Saddleback College and the City of Mission Viejo.



Innovation and Entrepreneurship Center

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Innovation and Entrepreneurship Center

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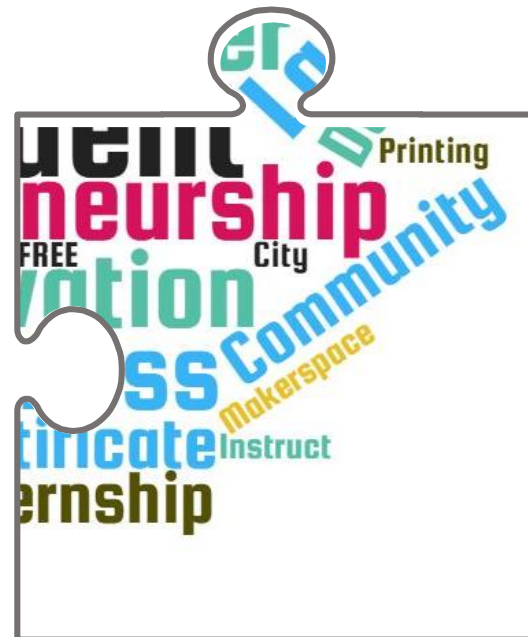
So we started to really put the pieces together and the puzzle quickly came together to give us a clear vision for the project.



Innovation and Entrepreneurship Center

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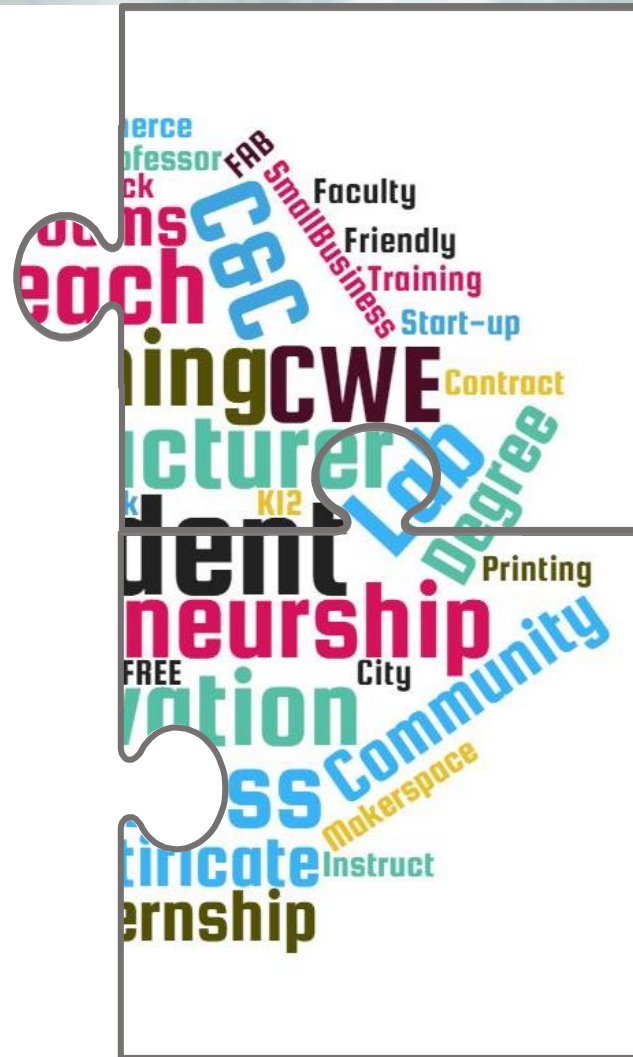
Together with faculty, looked at our Economic Plan, and analyzed LMI, pulled from our Program Reviews and aligned with our College's Strategic Goals and the first piece was laid.



Innovation and Entrepreneurship Center

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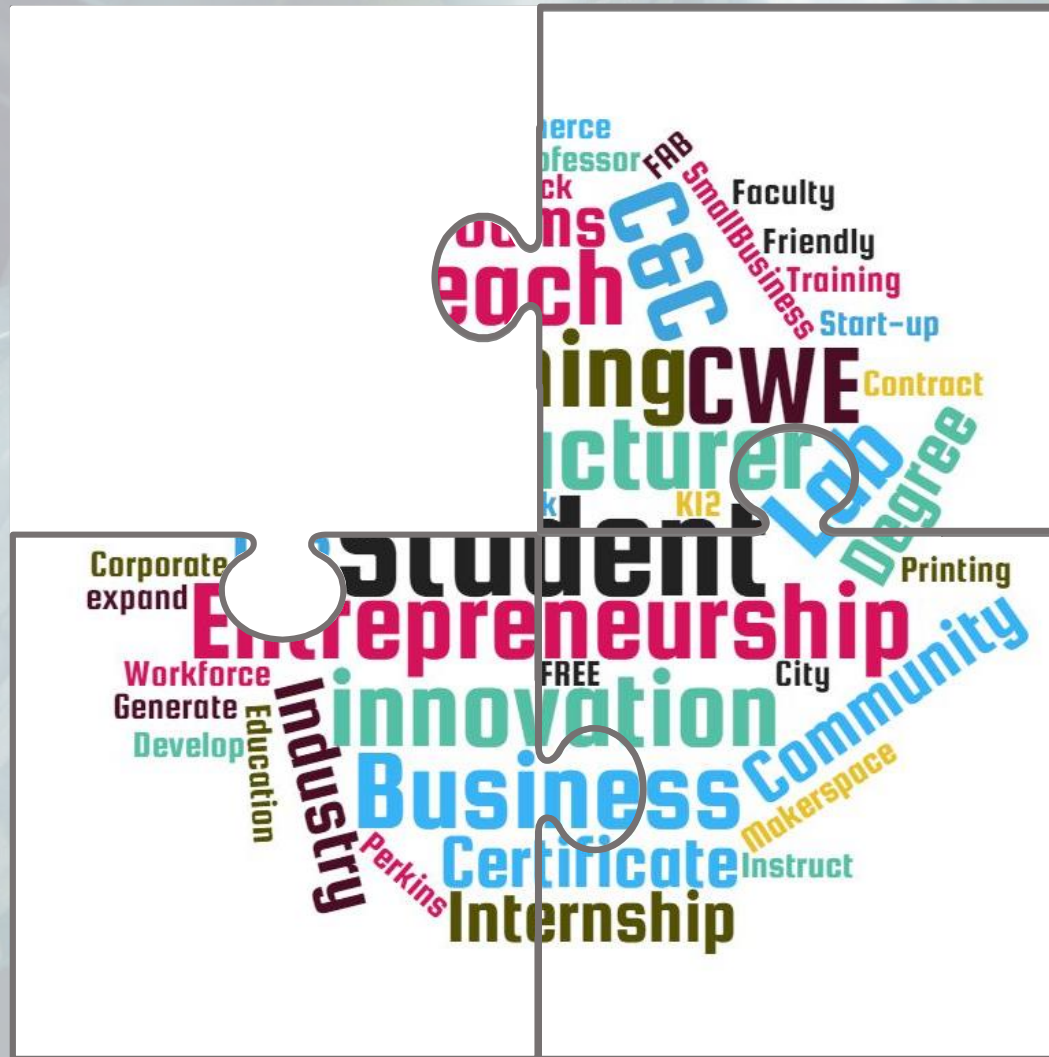
We continued to hold meetings with the City of Mission Viejo, the Chamber of Commerce and their Economic Development Team and decided upon a collaboration between Saddleback College and the City of Mission Viejo.



Innovation and Entrepreneurship Center

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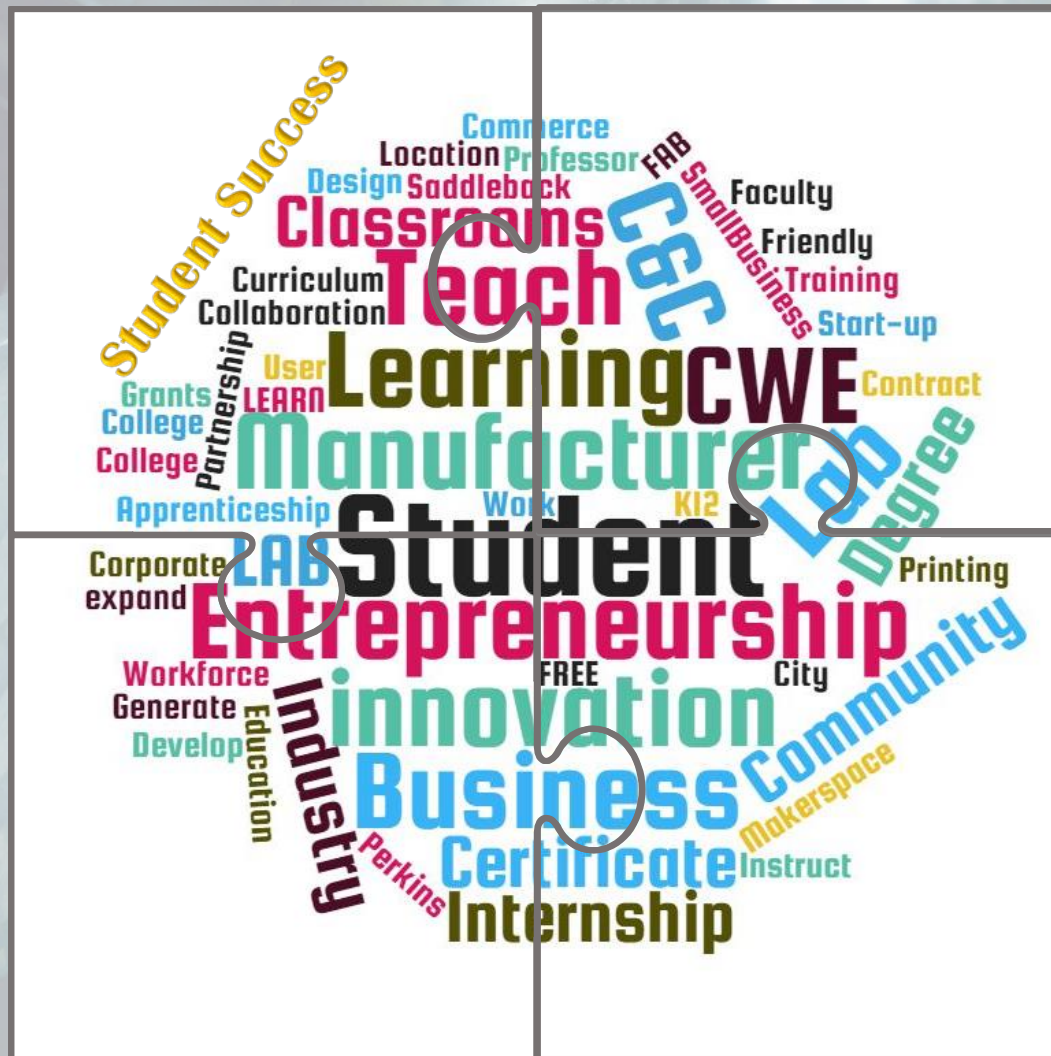
We determined budget needs and identified and secured multiple funding sources to meet those needs. With a goal of revenue development for sustainment of the center's operations.



Innovation and Entrepreneurship Center

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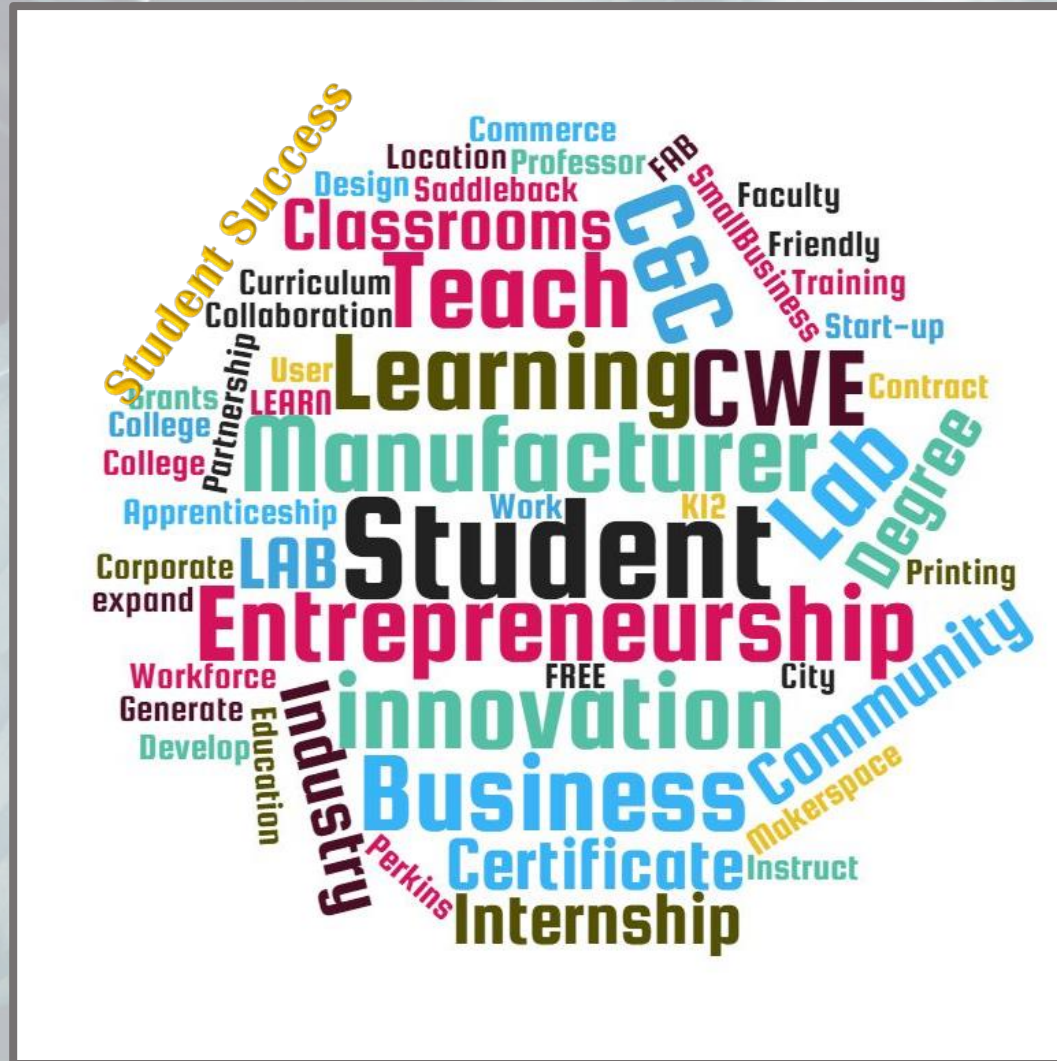
We moved through the Collegial Consultation with our Senate, Consultation Cabinet, College Leadership Team, District Leadership team and prepared for our final plan.



Innovation and Entrepreneurship Center

EXHIBIT B
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An now, after putting the puzzle together, we are ready to present our comprehensive plan.



Our Vision

To create a unique multi-disciplinary innovation, manufacturing, and entrepreneurial center for the benefit of Saddleback College students, the community, manufacturing industry sector, where each of the service offerings support one another and create an applied learning opportunity for students with a STEAM focus.

Our Concept

- **The Center will house the Advanced Manufacturing Degree/Certificate Program**
- **The Innovation Maker Space/Fab Lab**
- **The Business Incubator**
- **Entrepreneurship and Innovation Learning Center**
- **The CTE Program incubator future CTE programs**
- **And provide opportunities to expand the College's Contract Education program and Customized Training services**

Innovation and Entrepreneurship Center

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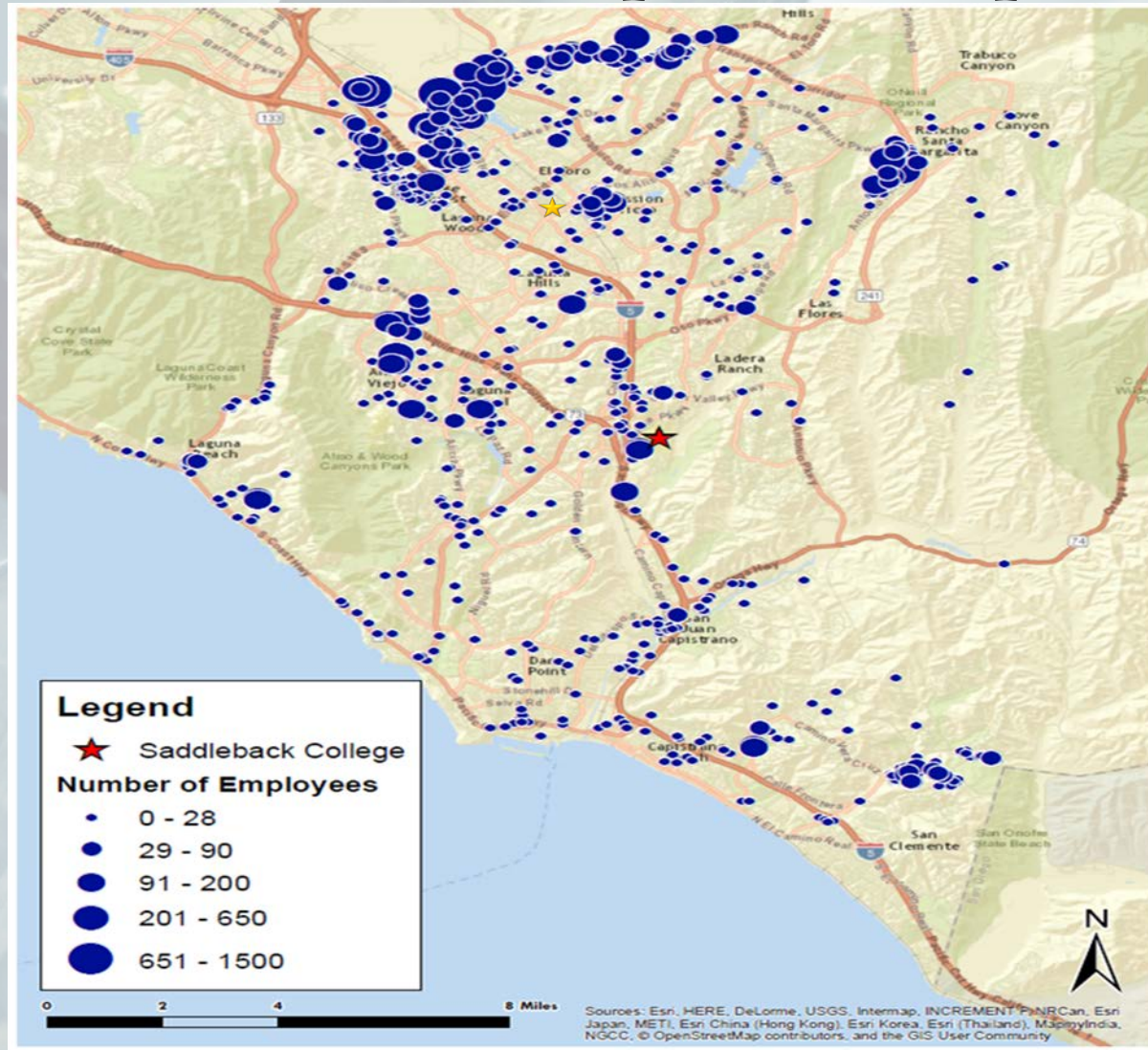
- **Advanced Manufacturing** - The Advanced Manufacturing credit program, requires additional space, equipment and classified support to increase FTES
- **Maker Space/Fab Lab** - allows students to bring their creative minds to innovate, design, and create in a supervised and supported environment
- **The Business Incubator** - attract and support the most vibrant talent, and promising innovators and entrepreneurs. The best of the startups/early stage companies we incubate will grow into successful South Orange County businesses, generating the living wage jobs of tomorrow and spurring our local economy
- **Entrepreneurship and Innovation Learning Center** - supports students' entrepreneurial learning, business plans, competitions, and business start-ups. Students will learn how to establish, grow and succeed in new and/or existing small businesses

Facility Constraints

- **Facility constraints at Saddleback do not allow for Advanced Manufacturing program expansion, already at capacity**
- **Industry partners need more skilled workers**
- **College campus has no available facility space for future CTE programs (i.e. Welding, HVAC, PLC, etc.)**
- **Manufacturing companies asking for regional training center to train their workforce (i.e. contract education)**
- **Advanced Manufacturing Program requires a dedicated facility to meet the needs of the program and its students**
- **No available space for Entrepreneurship Center, Business Incubator, and robust makerspace**

Innovation and Entrepreneurship Center

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Manufacturing Companies within a 10 mile radius
of the Saddleback campus

Innovation and Entrepreneurship Center

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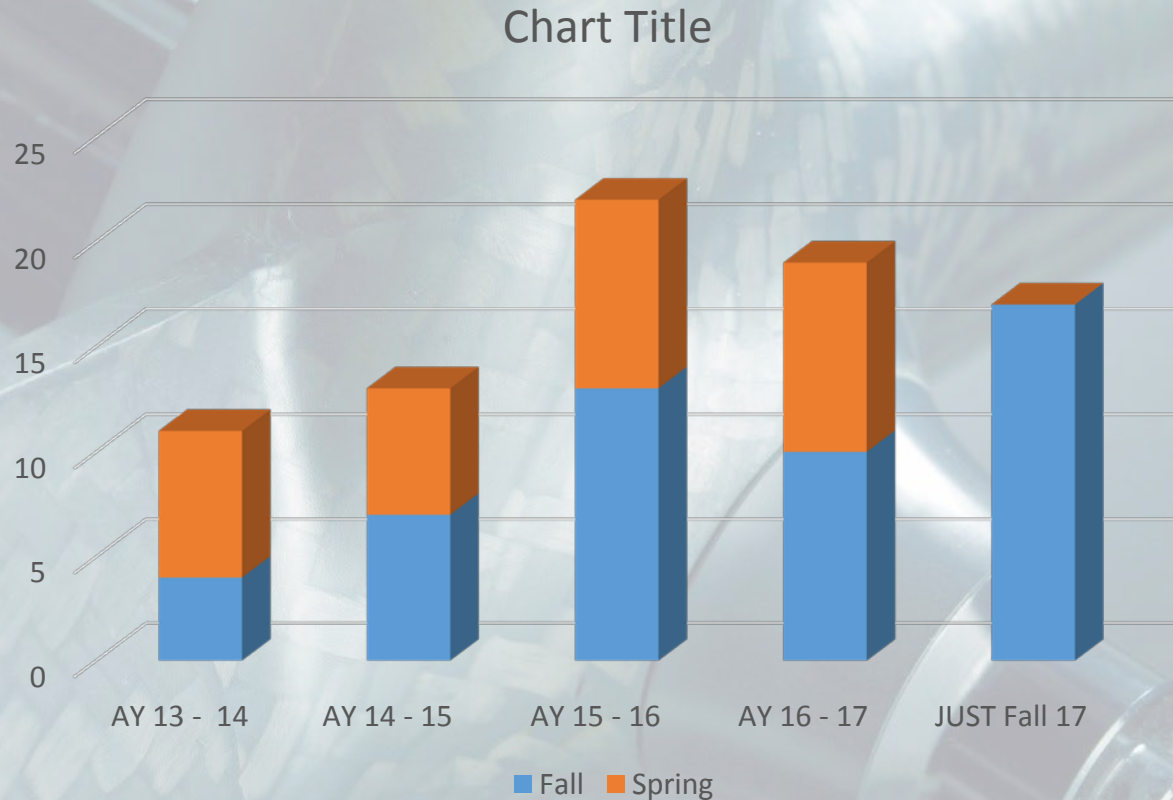
Community and Industry Needs

- **The manufacturing industry sector struggles in finding skilled workers**
- **The manufacturing industry sector needs incumbent workers trained**
- **Students across multiple disciplines need access to a makerspace to innovate, create, and to gain applied learning experience – Example Robotics Hand project with Swift Engineering**
- **Students and the community need an Innovation Entrepreneurship Learning Center – EWD Plan and Goal #3 of Strategic Plan**
- **City of Mission Viejo approached Saddleback College to host business Incubator to spur economic growth**
- **The College needs to increase enrollments and FTES**

Innovation and Entrepreneurship Center

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Program FTES by Academic Term



Innovation and Entrepreneurship Center

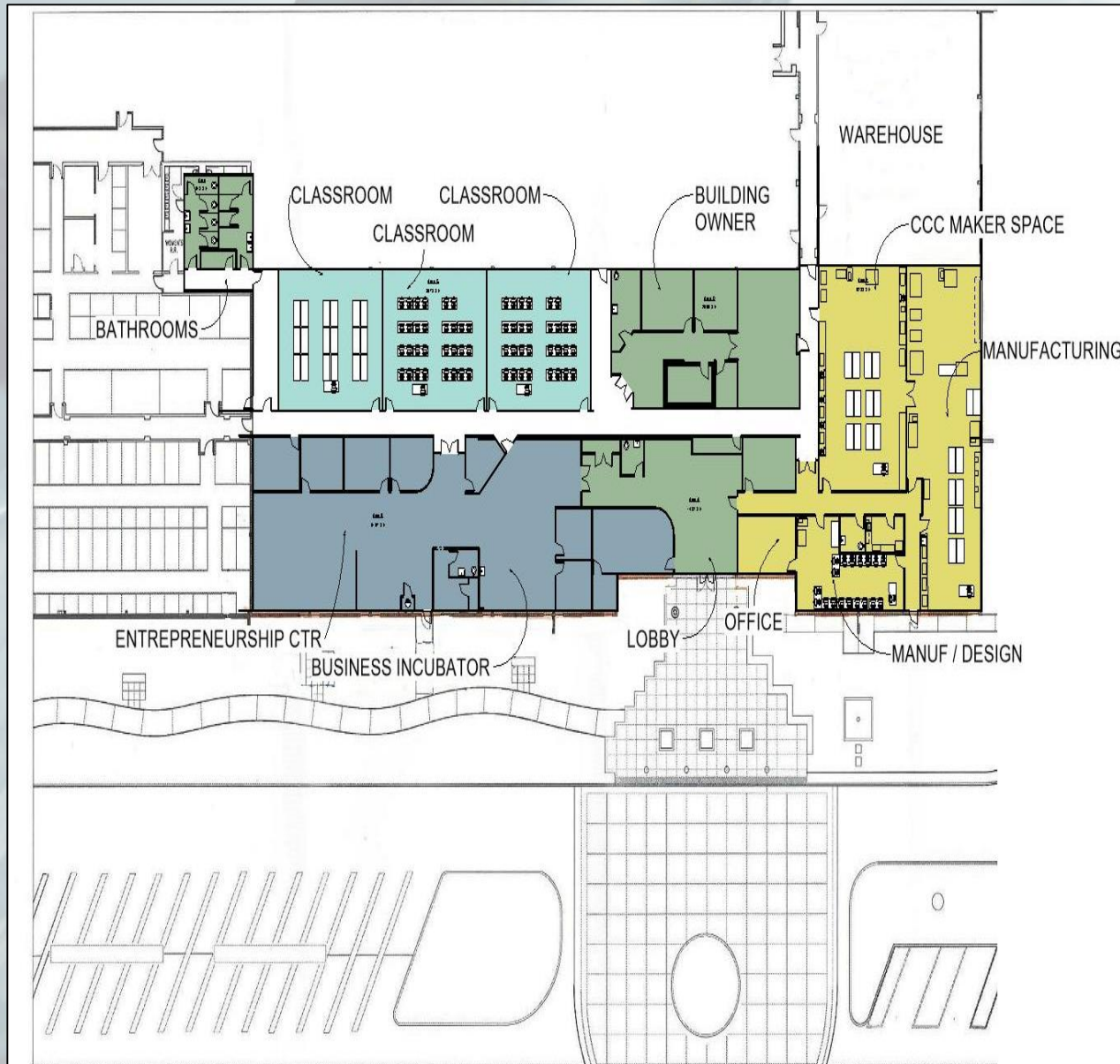
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Next Steps

- **Approve moving forward with lease negotiations**
- **Expedite completion of Department of State Architecture Review**
- **Accept donated Equipment for Makerspace and Advanced Manufacturing program from the Paton Group**
- **Expand and diversify instructional program offerings through the development of Industry recognized curriculum**

Innovation and Entrepreneurship Center

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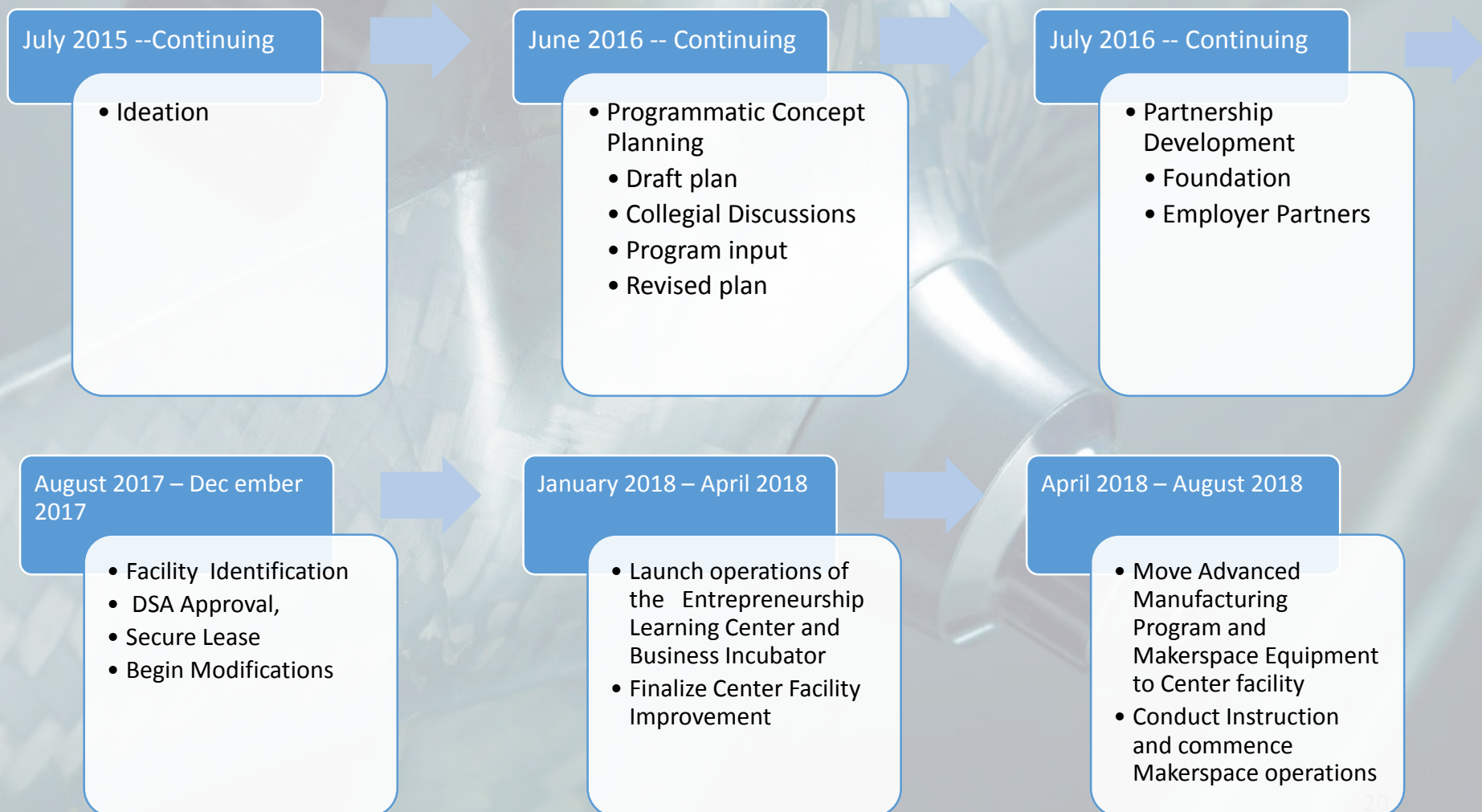
Innovation and Entrepreneurship Center

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25725 Jeronimo Rd., Mission Viejo, 92691

Timeline



*Saddleback College Innovation and
Entrepreneurship Center =
Economic and Workforce Development!*

College Budget Overview

- **Need space to grow programs/FTES**
- **Center budget proposal self-funded via restricted/self-generating revenue**
- **Budget: conservative income, liberal expenditures**
- **Concept and budget presented to and supported by all college constituent groups**
- **Will continue to monitor and assess**

Questions?

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Adopted Budget for Fiscal Year 2017-2018

ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58305 requires that each September the Board of Trustees of each community college district shall adopt a final budget.

STATUS

On June 26, 2017, the Board of Trustees approved a Tentative Budget for FY 2017-2018. Since that time, total unrestricted resources have increased from \$287,703,801 to \$303,069,028. The unrestricted General Fund ending balance on June 30, 2017 is \$55,889,977. The District Reserve for economic uncertainties has been set at 7.5% (\$13,260,177).

The Board of Trustees held a Special Meeting on Monday, September 11, 2017 to approve the FY 2017-2018 Adopted Budget as presented in EXHIBIT A.

As required by Section 58301 of Title 5, this document is available for public inspection at each college library.



ADOPTED BUDGET

FY 2017-2018

September 11, 2017

Presented By:
Dr. Debra L. Fitzsimons
Interim Chancellor, District Services



THE DISTRICT



Overview: The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD student enrollments have remained stable. Total student headcount for spring 2017 is over 41,000 and resident full time equivalent students (FTES) for FY 2016-2017 number over 27,000. Demand for online courses and certificate programs continues to increase. SOCCCD has approximately 4,300 employees consisting of faculty, administrators, managers, classified staff, and police.

Budget Outlook: The district is projecting tight budgets over the next several years as a result of costs increasing at a higher rate than projected revenue. Although we have decentralized budget planning, joint meetings with the colleges and district services are taking place to discuss district-wide budget impacts and strategies. These strategies include using a multi-year approach to planning, distinguishing between ongoing and one-time revenues to align with expenses, implementing efficiencies to improve services and lower costs, thoroughly evaluate/assess all positions as they become vacant, review of organizational structures, improved scheduling and enrollment management efforts, and expanding resource development to supplement revenue. The district also offered an early retirement incentive program which will provide net costs savings.

Planning Efforts: During the last several years, great strides have been made to district-wide planning and budgeting processes. The district-wide planning processes were developed and are integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. This was in response to accreditation recommendations. The District-wide Planning Council (DWPC) continues to implement the recommendations and oversee the strategic planning processes with other major district-wide committees making recommendations on resources, such as District Resource Allocation Council (DRAC), Capital Improvement Committee (CIC), District-wide Technology Committee (DTC), and Basic Aid Allocation Recommendation Committee (BAARC).

Major Capital Projects: Major projects at Saddleback College include: a) Technology and Applied Sciences (ATAS) Building; b) TAS Swing Space-complete secondary swing space for fall semester; c) Athletic Stadium - design development is complete and moving into construction documents; d) Learning Resource Center Communication Arts Renovation – preconstruction phase; e) Physical Education HVAC Upgrade – predesign phase; f) Physical Education 100, 200, 300 & 400 Interiors - predesign investigation phase; g) Accessible ramp from parking lot 9-design phase; h) Data Center- investigation; i) Audio/Visual-predesign

phase; j) Electronic Locks/Access Control – predesign phase; and k) Alterations to Physical Education 200 Bleachers – bid phase.

Irvine Valley College projects include: a) Laser Way (Barranca Road) – construction completion and project close out; b) New IVC Building at ATEP – construction phase; c) ATEP Site Utilities/Infrastructure – construction phase; d) Parking Lot, Phase I with solar - predesign and investigation phase; e) Health Center/Concessions - schematic design phase; f) Performing Arts Center Construction Defects – predesign and investigation phase; g) Monument Sign Replacement – bid phase; h) New Dance floor – preconstruction; i) Performing Arts Waterproofing – bid phase; j) Generator and Enclosure – construction completion and close out phase; and k) Life Sciences Lab Casework and Access controls – bid phase.

On a district-wide basis, projects include: a) Sustainability Plan; b) Technology Consultant for capital projects; c) ADA Access Transition plan, Phase II; and d) Infrastructure Mapping.

Major Technology Initiatives: This year’s basic aid technology projects recommended by the District-wide Technology Committee (DTC) fall into three major categories. The first category is enterprise resource planning (ERP) software, such as Workday’s cloud-based software for human capital management/finance and SOCCCD’s internally-created Student information System (SIS). This category includes funds reserved to implement unfunded statewide mandates.

The second category consists of major district-wide technology projects such as a service desk upgrade, improvements to the My Academic Plan (MAP) academic planning software and increased security protections.

The final category consists of college-requested items such as upgrades to faculty/staff computers and classroom technology.

State Budget and the Community College System: The Governor approved the final state budget on June 27, 2017. The budget provides \$8.6 billion to California community colleges, an increase of \$270 million over the prior year. The passage of Proposition 30 in fall of 2012 created the Educational Protection Account (EPA) which provided temporary funding for education to be used for one-time purposes. The sales tax increase in Proposition 30 expired on December 31, 2016. The income tax provision was extended through December 31, 2030 with the passage of Proposition 55 last fall. The spending plan for EPA funds received by SOCCCD is included in the adopted budget.

Some of the budget highlights that relate to community colleges are:

- Enrollment fees remain at \$46 per unit
- 1.56% COLA, including categorical programs
- \$57.8 million for 1% enrollment growth
- \$183.6 million to increase the base allocation for operational costs
- \$25 million increase for full-time student success grants

- \$38.9 million for Prop 39 energy efficiency projects
- \$76.9 million for deferred maintenance and instructional equipment with no local match requirement for deferred maintenance (one-time funds)
- \$150 million for guided pathways (one-time funds)

The budget includes ongoing funds to increase the base allocation, which are intended for new operational costs. This will increase the basic allocation to each college as well as the rate per FTES and amounts to an approximately 2.78% overall increase.

SOCCCD Budget: The SOCCCD budget for all funds totals over \$800 million. Because the District is self-sufficient and is a community supported district, it is essential that the budget is conservative and the district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The adopted budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue. Due to the short-term nature of the EPA funds, they continue to be budgeted for part-time faculty salary and benefits at both colleges.

The major changes between the tentative budget and the adopted budget include an increase in the beginning balance (\$8.7M) and an increase in the base allocation (\$1.1M).

District-wide operating costs continue to increase for step and column increases, negotiated salary increases, health and welfare benefit increases, increases in the number of positions, and pension rate increases. Personnel costs as a percentage of total budget is 87.2%, down from 88.8% last year. This indicator still demonstrates the need for future budget vigilance and being mindful of spending to ensure the future financial health of the District.

STRS and PERS rates are anticipated to increase significantly over the next 4 years and beyond. STRS rate increases have already been set by the legislature through 2021. PERS rates are set each year by the PERS Board. For FY 2017-2018, the increase costs over the prior year is estimated at \$2.5 million. This will grow an additional \$7 million by FY 2020-2021. The Board has approved participation in a Pension Stabilization Fund to offset these increased costs. An initial deposit of \$14.5M was made in FY 2015-2016 with an additional deposit of \$12.6M in FY 2016-2017. The FY 2017-2018 budget includes another \$12.6M from basic aid funds. This offsets what would have been a negative impact to the general fund operating budgets.

After following the SB361 funding formula for the colleges through the District Resource Allocation Council (DRAC) model, excess property tax revenues available for basic aid distribution this fiscal year total over \$64 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community colleges use. These funds are allocated in the budget based on the initial recommendations from BAARC and an additional allocation for the ATEP programming for IVC's first building and funds needed for the ATEP site development.

The general fund budget provides for each college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve is necessary

for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Saddleback College

Saddleback College recognized the need to intensify its fiscal stewardship efforts when enrollments began to weaken in 2012. Since that time the college has taken steps to carefully control the addition of ongoing expenditures. The college resource request process ensures ongoing expenditure requests are identified as such, and these types of requests are given extra scrutiny. Additionally, with the full support of college constituent groups, the college has strategically generated large ending balances to allow time for the college to bring ongoing income in line with ongoing expenditures. Saddleback ended the 2016-2017 fiscal year with an ending balance of \$13,013,543, the largest in its budget history. The budget challenges faced by Saddleback are twofold: a reduction in income due to not meeting potential funded enrollment growth targets, and personnel costs that have increased at a higher rate than income. Due to current fiscal stability the college has time to address this issue; however, efforts have recently been strengthened to ensure correction of anticipated future fiscal imbalance.

The recent retirement incentive has provided a fiscal opportunity that the college fully intends to embrace. As a college we are reviewing structure and position replacements with an eye to efficiency and meeting college goals for the future. We are working collegially with the Academic Senate in the strategic review of vacant faculty positions taking into consideration student needs, program demands and enrollment. Other measures include overall college efficiencies, establishing internal efficiency standards, and the creation and execution of a comprehensive enrollment management plan. This plan includes components for student success; outreach; retention; online offerings; scheduling effectiveness; K-12 partnerships; adult education and career pathways.

The college's strategic planning process substantially drives budget and our goal is to maintain instructional, student service and operational integrity while ensuring effective and efficient allocation of funds. To enhance this process the college has significantly increased its data capabilities, and is using data on a more consistent basis to inform decision making.

Irvine Valley College

Irvine Valley College (IVC) submitted a balanced FY 2017-2018 budget based on several important measures including savings through the early retirement incentive program, additional funding through the SB 361 model, and improved efficiency throughout all the areas of the institution. A number of organizational improvements have been developed and are at various stages of implementation. The college had to rely on its beginning balances from the previous year to balance its ongoing operations as a temporary measure while the long-term structural imbalance is being addressed. The Budget Development and Resource Planning Committee (BDRPC) continued to meet throughout the summer to discuss many solution ideas submitted by campus community members. The BDRPC will continue to meet regularly throughout the year to develop additional solution ideas aimed at achieving a long-term balanced budget.

By working together and being committed to a mindful process, the budget challenges can be readily overcome while still providing high quality instruction and serving students. Interim Chancellor Fitzsimons has reviewed the budget and confirms that it is balanced as is required by law.

Dr. James Buysse

*Acting Vice Chancellor, Business Services
South Orange County Community College District*

BUDGET DEVELOPMENT GUIDELINES

Board Philosophy:

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

Participatory Governance:

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the final budget.

Guiding Principles:

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long Term Debt Issues

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and college business officers shall monitor the college budgets to ensure there are no negative balances.

5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Keenan Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

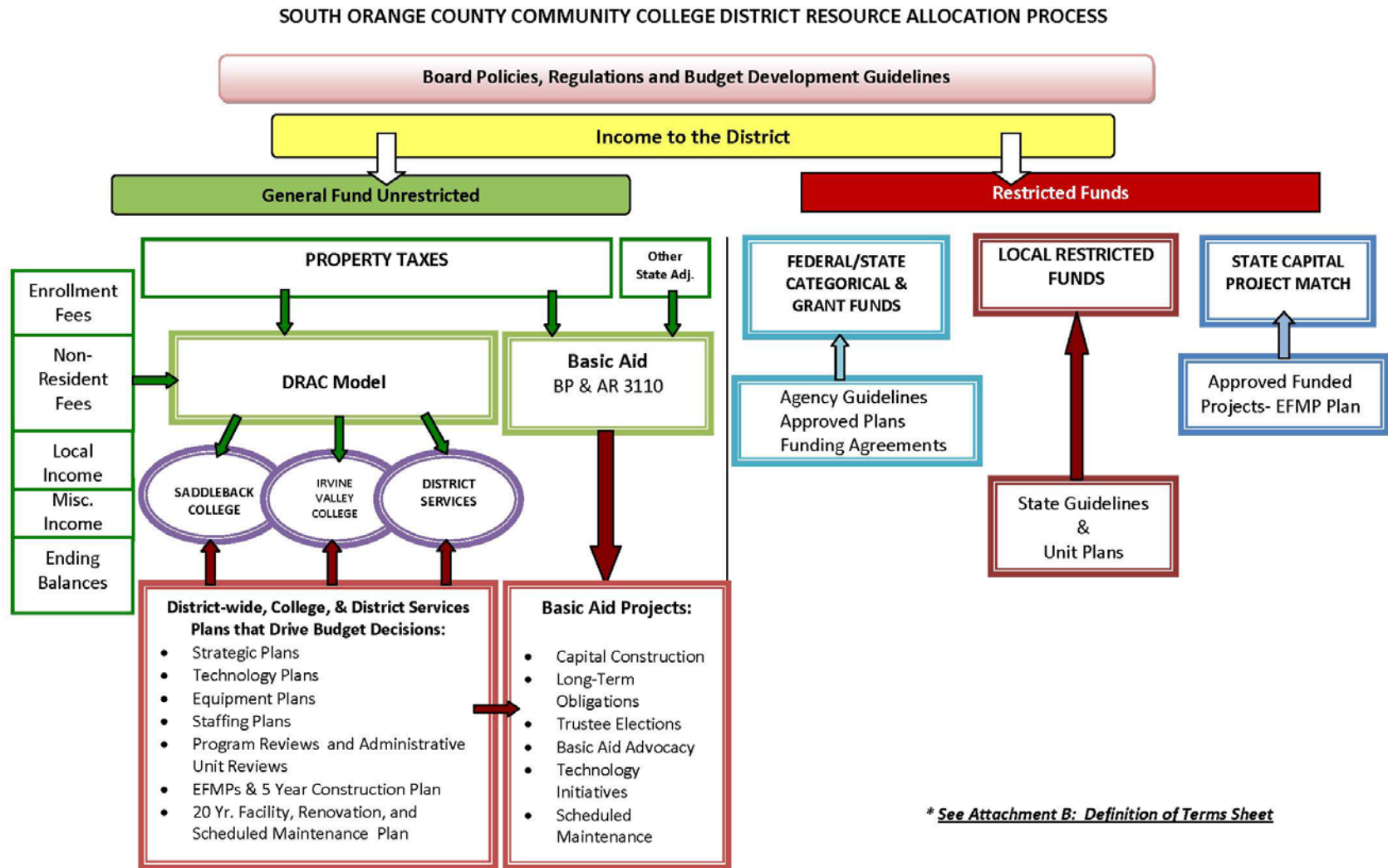
9. Full Time Equivalent Student Targets

When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.



dif 8/11/2011

** See Attachment B: Definition of Terms Sheet*

SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

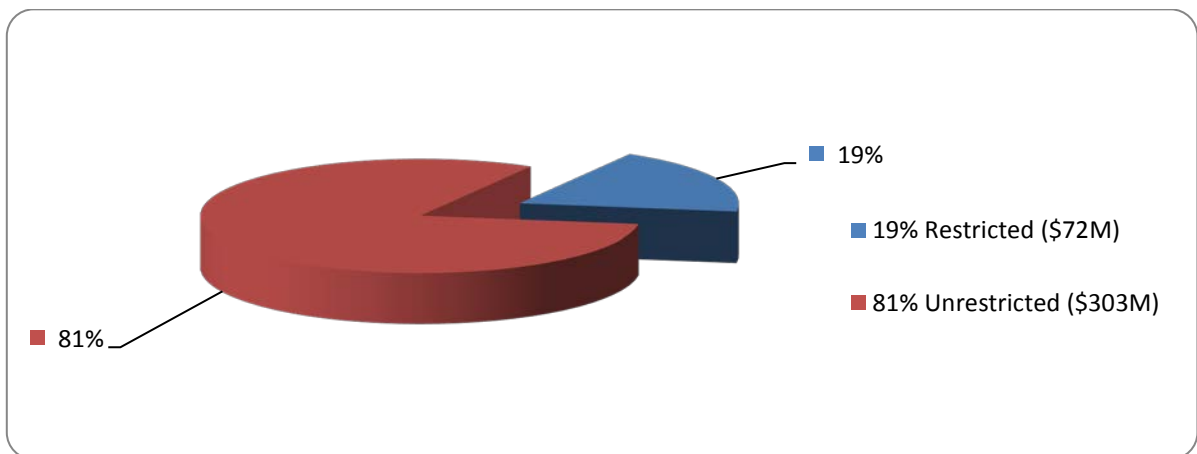
Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 113,766,637	\$45,971,617	\$159,738,254
Irvine Valley College	\$ 64,368,350	\$21,314,448	\$ 85,682,798
ATEP Operating	\$ 750,000		\$ 750,000
District Services	\$ 19,752,825	\$ 4,453,043	\$ 24,205,868
District-wide General Expense	\$ 4,517,130		\$ 4,517,130
Part-Time Faculty Parity Funds	\$ 565,895		\$ 565,895
Basic Aid Allocation/Transfer**	\$ 68,641,963		\$ 68,641,963
Basic Aid Contingency	\$ 17,446,051		\$ 17,446,051
Reserves for Economic Uncertainties	\$ 13,260,177		\$ 13,260,177
TOTALS***	\$ 303,069,028	\$ 71,739,108	\$374,808,136

* See pages 22 through 27 (Total of revenue, expenses and ending balance for each budget location)

**Prior Year Beginning balance of Basic Aid funds (\$1M) is in the Capital Outlay fund.

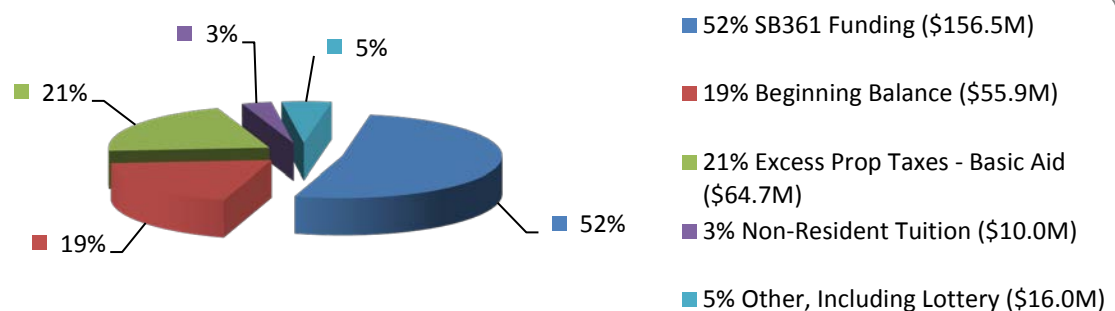
GENERAL FUND REVENUE

The general fund, which totals \$375 million, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted.”

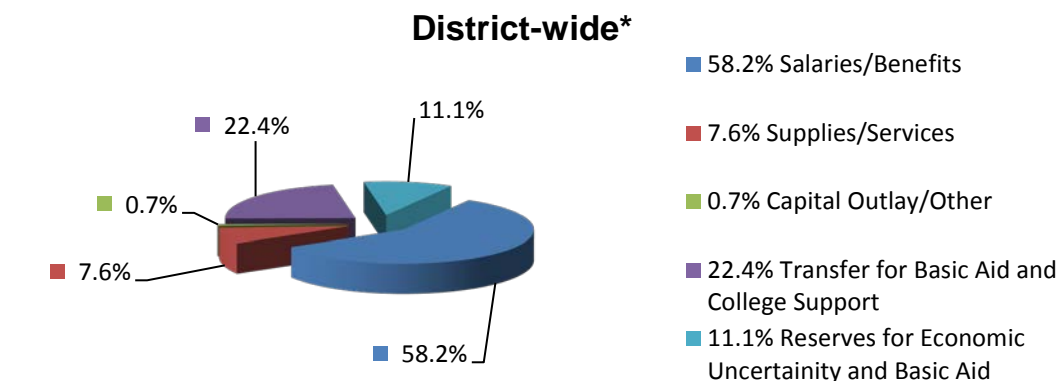


UNRESTRICTED GENERAL FUND REVENUE

The largest segment of the general fund is the *unrestricted portion*, which accounts for resources for the general purpose programs of the District, approximately \$303 million (81% of the activity). This is an increase of \$17 million over last year due primarily to an increase in the beginning balance and increases for COLA, base funding augmentation, and excess property taxes. Of the resources, 52% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361. The total amount that is equivalent to what would be potentially received from state apportionment funding (SB361) is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA, student enrollment growth, and base allocation increases. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2017-2018 Basic Aid (21%), Non-Resident Tuition (3%), and other sources, including EPA funds and Lottery (5%). The beginning balance, carried forward from the prior year, is 19% of available unrestricted funds.



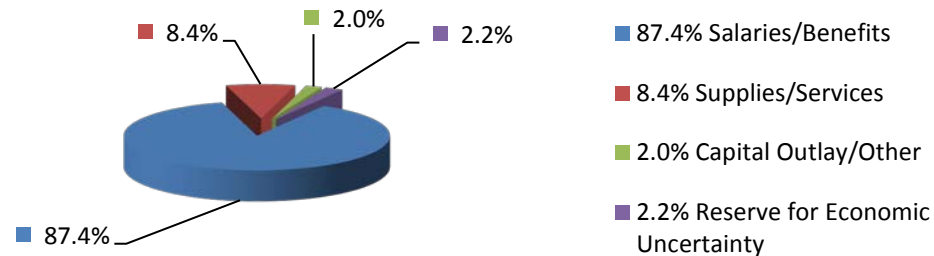
UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES



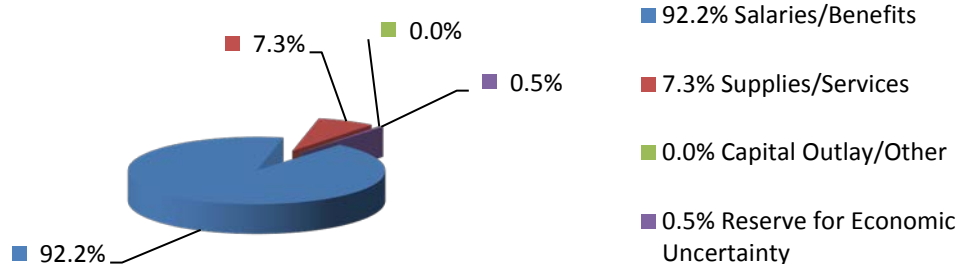
**Note: These percentages are based on the entire District budget that includes all reserves and Basic Aid funds. Without reserves and Basic Aid funds, the percentage for salaries and benefits would be 87.2%, which has decreased from 88.8% last year.*

Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 87.4% of its operating budget (down from 90.0%) and Irvine Valley College salaries and benefits equal 92.2% of its operating budget (down from 93.2%). District Services salaries and benefits decreased from 90.4% to 81.5% of its operating budget. These increases reflect the negotiated salary increases and benefit cost increases.

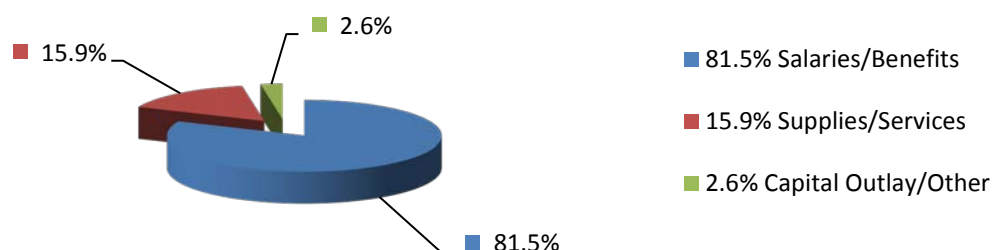
Saddleback College



Irvine Valley College



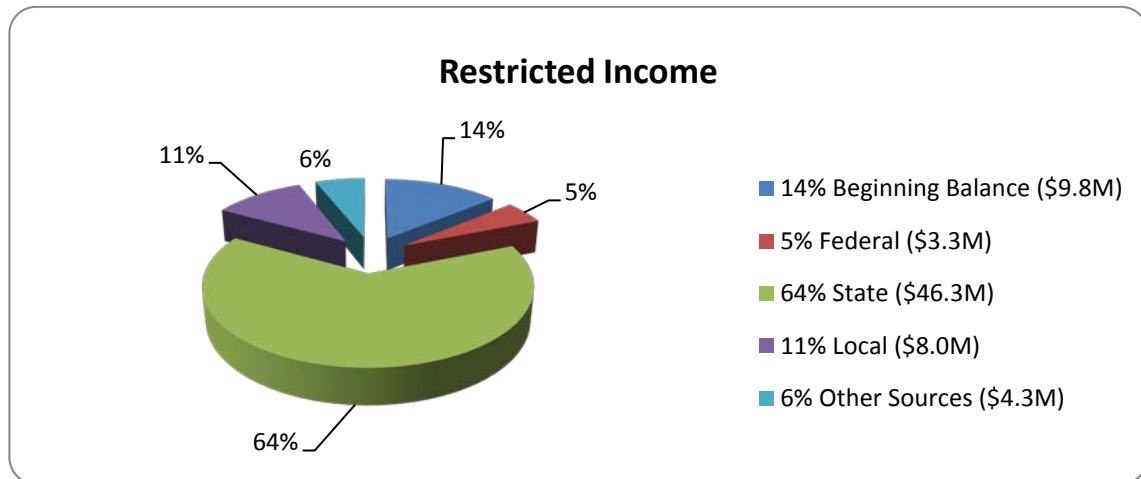
District Services



For fiscal prudence and to provide sufficient resources for other operational costs, the prior District-wide recommended budget target for overall staff costs was to not exceed 86-88% of the total budget. The Chancellor is recommending a target of 85%-90% to be obtained over a multi-year period. It is advisable to be on the low end of the range.

RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$72 million (19% of the general fund activity). This accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Success and Support Programs (SSSP), Student Equity, Strong Workforce, Adult Education, Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Cooperative Agencies Resources for Education (CARE). The restricted general fund increased by \$19 million from the prior year primarily from state funds for categorical programs. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district as fiscal agent and are used primarily by the colleges for support to educational programs and specialized activities.



NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Unrestricted General Fund beginning balance is \$56 million. This is made up of the prior year reserve for contingency and general expenses (\$16.4 million), location beginning balances (\$17.3 million), and basic aid funds (\$22.2 million) which are included in the basic aid project budget.
- FTES targets remain unchanged from last year's targets and no growth funds were provided to the colleges in the DRAC funding model.

Annual FTES (Summer, Fall, Spring)					
	FY 2013-2014 Actual	FY 2014-2015 Actual	FY 2015-2016 Annual	FY 2016-2017 Annual	FY 2017-2018 Target
IVC	9,055	9,331	9,560	10,497	9,760
SC	16,885	16,652	16,626	16,869	18,516
TOTAL	25,940	25,983	26,186	27,366	28,276
					Difference from FY 2013-2014
					705
					1,631
					2,336

- Education Protection Act (EPA) funds are budgeted at \$2.7 million, which is consistent with FY 2016-2017. These revenues are from temporary taxes and are budgeted for part-time faculty salaries and benefits.
- Enrollment fee revenue remains flat. Continuing increases in both the number and percentage of students who qualify for Board of Governor (BOG) waivers offsets any increases in enrollment fees. Since FY 2007-2008, there has been an almost 210% increase in the number of students qualifying for BOG waivers.
- Lottery revenue is budgeted at \$4.1 million based on an estimated \$140 per FTES funding, an increase of \$200,000 from the prior year. Lottery funds are paid on all FTES, including non-resident FTES.
- Employee movement on the salary schedule (step and column increases) and negotiated salary increase are included in the adopted budget for all employee groups. This includes a 3% increase for faculty, classified, police officers, and administrators and managers.
- The budget includes a 5.3% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance.
- Workers' Compensation insurance is budgeted at 1.7% of salaries, a 0.1% increase from FY 2016-2017.
- The unemployment insurance rate for FY 2017-2018 remains stable at 0.05% of salaries.
- The Public Employees Retirement System (PERS) employer contribution rate is budgeted at 15.531% of salaries, an increase of 1.643% from FY 2016-2017. The rate was approved by the PERS board in April. Additional increases are anticipated for the next several years.

Fiscal Year	2016-2017 Actual	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
PERS Annual Rate	13.888%	15.531%	18.100%	20.800%	23.800%	
PERS Contribution	6,963,468	8,020,889	9,347,633	10,742,032	12,291,363	6,867,094

- The State Teachers Retirement System (STRS) employer contribution rate for FY 2017-2018 is budgeted at 14.43% of salaries, an increase of 1.85% from FY 2016-2017. This increase was previously approved by the legislature. We will continue to see similar increases in the coming years.

Fiscal Year	2016-2017 Actual	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
STRS Annual Rate	12.580%	14.430%	16.280%	18.130%	19.100%	
STRS Contribution	9,203,545	10,873,718	12,267,784	13,661,850	14,392,793	7,211,546

- The property and liability insurance coverage is budgeted at \$1,250,000, which remains flat from the prior year.
- A budget was established for an Internal Audit department for \$215,000.
- A recruitment budget of \$445,000 was provided to cover the costs to replace employees who retired under the supplemental retirement plan that was offered to all employees. This cost is offset by anticipated savings in the early retirement program.

The General Expenses have the following budgeted amounts:

<u>EXPENSE</u>	<u>AMOUNT</u>	<u>CHANGE</u>
District Services Facilities and Maintenance	\$ 300,000	
Discrimination/Harassment Investigation Services	\$ 400,000	
District-wide IT Maintenance Agreements	\$ 719,130	(\$ 2,484)
District-wide Strategic Planning	\$ 110,000	
Faculty Job Fair	\$ 30,000	
Financial Audit	\$ 145,000	
Internal Audit	\$ 215,000	\$ 215,000
Labor Contract Negotiations	\$ 100,000	
Legal Advertising	\$ 30,000	
Legal Fees	\$ 500,000	
Offsite Technology Security	\$ 115,000	
Personnel Advertising	\$ 130,000	
Phone System Maintenance Agreement	\$ 200,000	
Property & Liability Insurance	\$ 1,250,000	
Recruitment for Retirement Incentive	\$ 445,000	\$ 445,000
Faculty Sabbatical Bond Payments	\$ 18,000	
Employee Safety Compliance Cost	\$ 60,000	\$ 10,000
Taxpayer Relief Act Compliance	\$ 50,000	\$ 8,000
TOTAL GENERAL EXPENSE ACCOUNTS	\$4,817,130	\$ 675,516
District Services Facilities and Maintenance*	\$ <300,000>	
ADJUSTED GENERAL EXPENSE ACCOUNTS	\$4,517,130	\$ 675,516

*Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building

The FY 2017-2018 Adopted Budget includes inter-fund transfers as follows:

To:	From:					
	General Fund SC	General Fund IVC	General Fund DS	Basic Aid	Pension Stability	Total
General Fund IVC (a)					\$1,400,000	\$1,400,000
General Fund SC (b)					\$1,333,842	\$1,333,842
General Fund DS (c)					\$410,000	\$410,000
Capital Outlay (d)	\$250,000	\$250,000		\$50,021,257		\$50,521,257
Child Development (d)	\$375,000					\$375,000
Self-Insurance Fund (e)			\$350,000			\$350,000
Retiree Benefits Fund (f)				\$4,610,000		\$ 4,610,000
Pension Stability Fund (f)				\$12,600,000		\$12,600,000
Total Transfers	\$625,000	\$250,000	\$350,000	\$67,231,257	\$3,143,842	\$71,600,099

- (a) *Transfer from Pension Stability Trust to IVC*
- (b) *Transfer from Pension Stability Trust to SC*
- (c) *Transfer from Pension Stability Trust to DS*
- (d) *Transfer from SC to support the child development center and from SC and IVC to support capital outlay projects*
- (e) *Transfer from District Services to support risk management*
- (f) *Basic Aid funds allocated for retiree health benefits liability and pension liability based on BAARC recommendations for FY 2017-2018*

FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2017-2018 Adopted Budget includes a reserve for contingency of 7.5% of unrestricted operating funds, with a total amount of \$13,260,177. The State Chancellor's Office recommends a minimum district reserve of 5%.

BASIC AID STATUS

A “community supported” district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment for general operations. The portion of property taxes received above the state calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a basic aid district in the FY 1999-2000 and has received basic aid receipts as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
1999 - 2005	\$114,365,248
2005 - 2006	\$ 46,899,203
2006 - 2007	\$ 52,896,017
2007 - 2008	\$ 50,692,873
2008 - 2009	\$ 51,179,365
2009 - 2010	\$ 39,022,021
2010 - 2011	\$ 38,737,963
2011 - 2012	\$ 39,301,044
2012 - 2013	\$ 46,888,399
2013 - 2014	\$ 43,788,270
2014 - 2015	\$ 51,659,425
2015 - 2016	\$ 52,672,948
2016 - 2017	\$ 66,017,281

The District estimates that property tax receipts above state calculated allocation amount for FY 2017-2018 and future years to be as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
2017 - 2018	\$ 64,152,119
2018 - 2019	\$ 65,932,229
2019 - 2020	\$ 66,672,794
2020 - 2021	\$ 67,428,170

The FY 2016-2017 basic aid receipts were increased after final property taxes were posted. Although still conservative, the FY 2017-2018 receipts are also higher due to larger projected property tax revenues.

The assumptions used to estimate basic aid funds for FY 2017-2018 are: SB361 funding COLA is 1.56, growth is 0.0%, a base allocation increase of \$3.9 million, and enrollment fees at \$46 per unit. For the following years, SB361 COLA is estimated at 2%, growth is estimated at 0.0%, and enrollment fee revenue is flat for all years.

The Orange County Auditor Controller’s office is consulted regularly in order to conservatively project the District’s property tax revenue. The FY 2017-2018 estimates are based on that information and historical trends. For FY 2017-2018, property taxes are budgeted with a 4% increase over FY 2016-2017. For the following three years, secured taxes are estimated to increase 2% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant, with no increase.

During FY 2011-2012, BP 3110 Basic Aid Funds Allocation Process and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) followed this process for its recommendation for allocating the FY 2017-2018 basic aid funds. Additional allocations for the ATEP programming operations are also now included. As this annual process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available have been made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2017-2018 Adopted Budget.

ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

<u>FY 2017-2018 Resources</u>	<u>Amount</u>
Balance at July 1, 2017	\$ 22,390,716
Receipts FY 2017-2018	<u>\$ 64,152,119</u>
Estimated Property Taxes for Basic Aid	\$ 86,542,835
Contingency for Unrealized Tax Collections (20%)	(\$12,830,424)
Unallocated Funds	<u>(\$ 4,615,627)</u>
Total Allocated FY 2017-2018	<u>\$ 69,096,784</u>
<u>Budgeted Expenditures</u>	
FY 2017-2018 Long-Term Obligations and Fixed Expenses	\$ 17,360,000
Funding for Capital Projects	\$ 51,736,784
Total Approved and Budgeted Projects	<u>\$ 69,096,784</u>

The following projects were approved by the Board of Trustees:

<u>Basic Aid Projects</u>	<u>Project Amount</u>
Closed Projects	\$221,722,480
Prior Approved Open Project Balances	\$450,169,740
<u>New FY 2017-2018 Project Funding</u>	<u>Project Total</u>
<u>Long Term Obligations & Fixed Expenses</u>	
SOCCCD - Legislative Advocacy Services*	\$150,000
Retiree Benefits Expenses*	\$4,610,000
Pension Stability Trust*	\$12,600,000
<u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u>	
DW – ADA Transition Plan Projects	\$3,000,000
IVC - ATEP Building*	\$1,100,000
IVC - Fine Arts Building*	\$12,932,581
IVC - Health Center/Concessions*	\$402,000

IVC - New Parking Lot*	\$733,000
SC - Fine Arts HVAC Interior Improvements*	\$350,000
SC - Gateway Building*	\$16,832,003
SC – Walkway Lot 9 to Quad	\$500,000
<u>ATEP Development & Operations</u>	
ATEP First Building Support - IVC	\$750,000
<u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u>	
ATEP Site Development*	\$2,125,000
District-wide ADA Physical Access Transition Plan*	\$400,000
District-wide Mapping*	\$500,000
District-wide Technology Consultant for Capital Construction*	\$100,000
DSA Inspector, Engineer, and PM Services*	\$565,000
Educational Facilities Master Plan*	\$900,000
Legal Counsel for Facilities*	\$55,000
Pre-Planning and Investigations*	\$355,000
Sustainability/Energy Planning*	\$200,000
<u>IT Projects</u>	
Campus Desktop Refresh*	\$1,876,000
Classroom Technology and Audio Visual Refresh*	\$1,764,000
District-wide Network Security*	\$542,500
HR/Business Services Integrated Software*	\$1,955,300
MAP Enhancements	\$280,000
Server Configuration & Security	\$180,000
Service Desk Software	\$465,000
Student Information System Enhancements*	\$1,814,400
Student Success Roadmap	\$875,000
Waitlist Modification*	\$185,000
Total FY 2017-2018 Funded Projects	<u>\$69,096,784</u>
Cumulative Total - Basic Aid Projects	<u>\$740,989,004</u>

*Reflects an augmentation to an existing project

OTHER FUNDS

Community Education Fund (Fund #07 and Fund #09)

The Community Education funds are self-supporting with income derived from community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Both colleges are currently self-supporting.

Child Development Fund (Fund #12)

The Child Development funds are intended to be self-sufficient. The District operates a child development program at Saddleback College for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Saddleback College plans for \$375,000 of support from the unrestricted general fund (35% of funding). The child development program is also not charged for administration or operations, and it is currently not self-supporting. Irvine Valley College has chosen to discontinue operating its child development center due to low enrollment and projected increased deficits.

Capital Outlay Projects Fund (Fund #40)

The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district funded projects.

Redevelopment Agency (RDA) funds continue to be received from eight cities within the district, although the state terminated the redevelopment agencies in 2011. Funds are received based on prior “pass-through” agreements as well as residual funds not needed to pay remaining agency obligations. These funds will be distributed following the DRAC model allocation with a 20% contingency.

CAPITAL OUTLAY PROJECTS – FUND 40

	FY 2017-2018
<u>Project Description</u>	<u>Adopted</u>
	<u>Budget</u>
Basic Aid Projects (including required college match)	\$222,910,781
<u>Other Project Funds</u>	
ATEP Property Development	\$1,016,806
State Prop 39 & Scheduled Maintenance Projects (including required college match)	\$272,429
SC - Future Parking Lot Projects	\$746,109
SC - Future Capital Outlay Projects	\$4,846,483
District - Future Capital Outlay Projects	\$31,932,049
Redevelopment Funds Reserved for Future Capital Projects (Lake Forest, Mission Viejo, Tustin, Orange County, Irvine, Santa Ana, San Clemente, San Juan Capistrano)	\$25,622,062
Total Fund 40	\$287,346,719

Facilities Corporation Capital Outlay Projects Fund (Fund #41)

The District established the Facilities Corporation Capital Outlay Projects Fund to account for the transactions related to the New Markets Tax Credit (NMTC) funding or other alternate sources of funding that is being explored to assist with the funding of the development of ATEP. There currently are no NMTC funding opportunities or other sources of funds, therefore, no budget is established for FY 2017-2018.

Self-Insurance Fund (Fund #68)

The self-insurance fund is used to account for the activities of the District's risk management department and the self-funded programs for property/liability and workers' compensation.

Retiree Benefit Fund (Fund #71)

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the OPEB Trust fund. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

An actuarial study is conducted at a minimum of every two years to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees, and 2) the total projected benefits accrual for employees' past service. The current study estimates the cost for the annual accrual for current employees to be \$4,610,000. The District's actuarial accrued liability for past service is estimated at \$102,669,780 and is currently sufficiently funded. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2017 with the completion of a required actuarial study.

Foundation Funds (Funds #73 through 76)

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors. The foundations are auxiliary organizations and are considered component units of the District. The operational revenue should support the operational expenses and promote the college priorities. The foundation budgets are brought annually to the Board of Trustees for their approval at the September meeting.

Pension Stability Trust (PST) Fund (Fund #78)

The PST fund was established to pre-fund the anticipated costs associated with the increase in pension rates through FY 2020-2021. The funds will be transferred to the district each year based on actual increased expenditures for STRS and PERS. The chart below shows the estimated trust funding through FY 2020-2021.

Pension Stability Trust Fund						
Fiscal Year	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>
Beginning Balance	-	14,643,601	26,095,938	35,495,938	30,495,938	23,195,938
Deposits	14,500,000	12,600,000	12,600,000	-	-	-
Earnings	143,601	935,827	1,300,000	1,500,000	1,300,000	800,000
Net Available Funds	14,643,601	28,179,428	39,995,938	36,995,938	31,795,938	23,995,938
Distributions	-	(2,083,490)	(4,500,000)	(6,500,000)	(8,600,000)	(9,500,000)
Ending Balance	14,643,601	26,095,938	35,495,938	30,495,938	23,195,938	14,495,938

Associated Student Government (ASG) Funds (Funds #95 and #96)

The ASG organizations are auxiliaries of the District. The budgets are brought to the Board of Trustees independently from the SOCCCD Adopted Budget for board approval.

BUDGET TABLES

The Adopted Budget for FY 2017-2018 for all District funds is summarized on the following pages.

Dr. James Buysse, Acting Vice Chancellor, Business Services
Kim McCord, Executive Director, Fiscal Services/Comptroller

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2017-2018**

Revenues, Expenditures and Change in Fund Balance

		General Fund	Community Education	Child Development	Capital Outlay	Self- Insurance	Retiree Benefit	Retiree OPEB	Pension Stability Trust Fund	TOTAL ALL FUNDS
		(01)	(07) & (09)	(12)	(40)	(68)	(71)	(72)	(78)	
SOURCES OF FUNDS										
BEGINNING FUND BALANCE:	9712	\$ 65,655,901	\$ 878,377	\$ 1,804	\$ 231,341,462	\$ 2,077,908	\$ 1,357,988	\$ 111,165,467	\$ 26,095,940	\$ 438,574,847
REVENUES:										
SB361 Revenue	Various	\$ 156,461,881	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,461,881
Basic Aid		64,652,119	-	-	-	-	-	-	-	64,652,119
Federal Sources	8100-8199	3,321,902	-	-	-	-	-	-	-	3,321,902
Other State Sources	8600-8699	56,432,503	-	-	-	-	-	-	-	56,432,503
Other Local Sources	8800-8899	20,789,776	2,415,490	703,735	5,484,000	5,000	10,000	10,610,000	1,500,000	41,518,001
Total Revenue		301,658,181	2,415,490	703,735	5,484,000	5,000	10,000	10,610,000	1,500,000	322,386,406
FISCAL AGENT PASS-THRU	8970-8979	4,350,212	-	-	-	-	-	-	-	4,350,212
BASIC AID INCOMING TRANSFERS	8980-8989	-	-	-	50,021,257	-	4,610,000	-	12,600,000	67,231,257
INCOMING TRANSFERS	8980-8989	3,143,842	-	375,000	500,000	350,000	-	-	-	4,368,842
TOTAL SOURCES OF FUNDS		\$ 374,808,136	\$ 3,293,867	\$ 1,080,539	\$ 287,346,719	\$ 2,432,908	\$ 5,977,988	\$ 121,775,467	\$ 40,195,940	\$ 836,911,564
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 90,295,240	\$ 219,906	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,515,146
Other Staff Salaries	2000-2999	57,339,922	806,961	751,122	425,179	513,169	-	-	-	59,836,353
Employee Benefits	3000-3999	57,255,869	383,397	302,417	148,004	196,612	4,610,000	4,200,000	-	67,096,299
Supplies & Materials	4000-4999	8,101,817	124,946	22,000	1,000	9,000	-	-	-	8,258,763
Services & Other Operating	5000-5999	35,297,872	1,278,419	5,000	6,662,340	479,906	65,000	400,000	200,000	44,388,537
Capital Outlay	6000-6999	18,863,380	480,238	-	269,194,543	20,000	-	-	-	288,558,161
Payments to Students	7500-7699	1,347,658	-	-	-	-	-	-	-	1,347,658
Total Expenditures		268,501,758	3,293,867	1,080,539	276,431,066	1,218,687	4,675,000	4,600,000	200,000	560,000,917
OTHER FINANCING USES:										
Transfers Out	7300-7399	\$ 1,225,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,143,842	\$ 4,368,842
Basic Aid Transfers Out	7300-7399	67,231,257	-	-	-	-	-	-	-	67,231,257
Other Transfers	7400-7499	4,350,212	-	-	-	-	-	-	-	4,350,212
Debt Service	7100-7199	-	-	-	-	-	-	-	-	-
Total Other Uses		72,806,469	-	-	-	-	-	-	3,143,842	75,950,311
TOTAL USES OF FUNDS		341,308,227	3,293,867	1,080,539	276,431,066	1,218,687	4,675,000	4,600,000	3,343,842	635,951,228
ENDING FUND BALANCE		\$ 33,499,909	\$ -	\$ -	\$ 10,915,653	\$ 1,214,221	\$ 1,302,988	\$ 117,175,467	\$ 36,852,098	\$ 200,960,336
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties/Fund Bal.		\$ 16,053,858	\$ -	\$ -	\$ 10,915,653	\$ 1,214,221	\$ 1,302,988	\$ 117,175,467	\$ 36,852,098	\$ 183,514,285
Reserve, Unrealized Tax Collections (Basic Aid)		17,446,051	-	-	-	-	-	-	-	17,446,051

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2017-2018**

Revenues, Expenditures and Change in Fund Balance

		Saddleback College			Irvine Valley College			District Services			
		General Fund	General Fund	Total	General Fund	General Fund	Total	General Fund	General Fund	Total	
		Unrestricted	Restricted		Unrestricted	Restricted		Unrestricted	Restricted		
SOURCES OF FUNDS											
BEGINNING FUND BALANCE:		9712 \$	13,013,543 \$	6,752,739 \$	19,766,282 \$	1,270,705 \$	3,013,185 \$	4,283,890 \$	2,982,674 \$	- \$	2,982,674
REVENUES:											
SB361 Revenue	Various	\$ 88,442,913	\$ -	\$ 88,442,913	\$ 50,318,670	\$ -	\$ 50,318,670	\$ 16,360,151	\$ -	\$ 16,360,151	
Basic Aid		-	-	-	-	-	-	-	-	-	
Federal Sources	8100-8199	-	1,734,570	1,734,570	-	1,587,332	1,587,332	-	-	-	
Other State Sources	8600-8699	6,214,289	33,411,441	39,625,730	3,353,516	12,784,531	16,138,047	-	102,831	102,831	
Other Local Sources	8800-8899	4,762,050	4,072,867	8,834,917	8,025,459	3,929,400	11,954,859	-	-	-	
Total Revenue		99,419,252	39,218,878	138,638,130	61,697,645	18,301,263	79,998,908	16,360,151	102,831	16,462,982	
FISCAL AGENT PASS-THRU	8970-8979								4,350,212	4,350,212	
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-	-	-	-	
INCOMING TRANSFERS	8980-8989	1,333,842	-	1,333,842	1,400,000	-	1,400,000	410,000	-	410,000	
TOTAL SOURCES OF FUNDS		\$ 113,766,637	\$ 45,971,617	\$ 159,738,254	\$ 64,368,350	\$ 21,314,448	\$ 85,682,798	\$ 19,752,825	\$ 4,453,043	\$ 19,855,656	
USES OF FUNDS											
EXPENDITURES:											
Academic Salaries	1000-1999	\$ 50,612,034	\$ 5,876,690	\$ 56,488,724	\$ 29,515,066	\$ 2,654,407	\$ 32,169,473	\$ 1,155,964	\$ -	\$ 1,155,964	
Other Staff Salaries	2000-2999	21,308,333	7,706,793	29,015,126	13,280,743	4,920,943	18,201,686	9,495,199	-	9,495,199	
Employee Benefits	3000-3999	27,580,911	4,727,633	32,308,544	16,577,601	2,610,021	19,187,622	5,447,487	-	5,447,487	
Supplies & Materials	4000-4999	1,384,159	4,658,613	6,042,772	821,482	1,112,318	1,933,800	100,745	-	100,745	
Services & Other Operating	5000-5999	8,128,783	10,532,586	18,661,369	3,879,777	3,807,950	7,687,727	3,047,920	102,831	3,150,751	
Capital Outlay	6000-6999	1,877,417	11,272,950	13,150,367	-	5,557,503	5,557,503	155,510	-	155,510	
Payments to Students	7500-7699	-	946,352	946,352	-	401,306	401,306	-	-	-	
Total Expenditures		110,891,637	45,721,617	156,613,254	64,074,669	21,064,448	85,139,117	19,402,825	102,831	19,505,656	
OTHER FINANCING USES:											
Transfers Out	7300-7399	\$ 375,000	\$ 250,000	\$ 625,000	\$ -	\$ 250,000	\$ 250,000	\$ 350,000	\$ -	\$ 350,000	
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-	-	-	-	
Other Transfers	7400-7499	-	-	-	-	-	-	-	4,350,212	4,350,212	
Debt Service	7100-7199	-	-	-	-	-	-	-	-	-	
Total Other Sources (Uses)		375,000	250,000	625,000	-	250,000	250,000	350,000	4,350,212	4,700,212	
TOTAL USES OF FUNDS		111,266,637	45,971,617	157,238,254	64,074,669	21,314,448	85,389,117	19,752,825	4,453,043	24,205,868	
ENDING FUND BALANCE		\$ 2,500,000	\$ -	\$ 2,500,000	\$ 293,681	\$ -	\$ 293,681	\$ -	\$ -	\$ -	
COMPONENTS OF ENDING BALANCE											
Reserve, Economic Uncertainties/Fund Bal.	\$	2,500,000	\$ -	\$ 2,500,000	\$ 293,681	\$ -	\$ 293,681	\$ -	\$ -	\$ -	
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-	

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2017-2018**

Revenues, Expenditures and Change in Fund Balance

		<u>General Fund</u>			<u>General Fund</u>			<u>Total General Fund</u>		
		<u>Basic Aid</u>			<u>Other*</u>					
		<u>General Fund</u>	<u>General Fund</u>	<u>Total</u>	<u>General Fund</u>	<u>General Fund</u>	<u>General Fund</u>	<u>General Fund</u>	<u>Total</u>	
		<u>Unrestricted</u>	<u>Restricted</u>		<u>Unrestricted</u>	<u>Unrestricted</u>	<u>Restricted</u>			
SOURCES OF FUNDS										
BEGINNING FUND BALANCE:	9712	\$ 22,185,895	\$	\$ 22,185,895	\$ 16,437,160	\$ 55,889,977	\$ 9,765,924	\$	\$ 65,655,901	
REVENUES:										
SB361 Revenue	Various	\$ -	\$ -	\$ -	\$ 1,340,147	\$ 156,461,881	\$ -	\$	\$ 156,461,881	
Basic Aid		64,652,119	-	64,652,119	-	64,652,119	-		64,652,119	
Federal Sources	8100-8199	-	-	-	-	-	3,321,902		3,321,902	
Other State Sources	8600-8699	-	-	-	565,895	10,133,700	46,298,803		56,432,503	
Other Local Sources	8800-8899	-	-	-	-	12,787,509	8,002,267		20,789,776	
Total Revenue		64,652,119	-	64,652,119	1,906,042	244,035,209	57,622,972		301,658,181	
FISCAL AGENT PASS-THRU	8970-8979	-	-	-	-	-	4,350,212		4,350,212	
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-		-	
INCOMING TRANSFERS	8980-8989	-	-	-	-	3,143,842	-		3,143,842	
TOTAL SOURCES OF FUNDS		\$ 86,838,014	\$ -	\$ 86,838,014	\$ 18,343,202	\$ 303,069,028	\$ 71,739,108		\$ 374,808,136	
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ -	\$ -	\$ -	\$ 481,079	\$ 81,764,143	\$ 8,531,097	\$	\$ 90,295,240	
Other Staff Salaries	2000-2999	32,248	-	32,248	595,663	44,712,186	12,627,736		57,339,922	
Employee Benefits	3000-3999	8,047	-	8,047	304,169	49,918,215	7,337,654		57,255,869	
Supplies & Materials	4000-4999	-	-	-	24,500	2,330,886	5,770,931		8,101,817	
Services & Other Operating	5000-5999	2,120,411	-	2,120,411	3,677,614	20,854,505	14,443,367		35,297,872	
Capital Outlay	6000-6999	-	-	-	-	2,032,927	16,830,453		18,863,380	
Payments to Students	7500-7699	-	-	-	-	-	1,347,658		1,347,658	
Total Expenditures		2,160,706	-	2,160,706	5,083,025	201,612,862	66,888,896		268,501,758	
OTHER FINANCING USES:										
Transfers Out	7300-7399	\$ -	\$ -	\$ -	\$ -	\$ 725,000	\$ 500,000	\$	\$ 1,225,000	
Basic Aid Transfers Out	7300-7399	67,231,257	-	67,231,257	-	67,231,257	-		67,231,257	
Other Transfers	7400-7499	-	-	-	-	-	4,350,212		4,350,212	
Debt Service	7100-7199	-	-	-	-	-	-		-	
Total Other Sources (Uses)		67,231,257	-	67,231,257	-	67,956,257	4,850,212		72,806,469	
TOTAL USES OF FUNDS		69,391,963	-	69,391,963	5,083,025	269,569,119	71,739,108		341,308,227	
ENDING FUND BALANCE		\$ 17,446,051	\$ -	\$ 17,446,051	\$ 13,260,177	\$ 33,499,909	\$ -		\$ 33,499,909	
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties/Fund Bal.		\$ -	\$ -	\$ -	\$ 13,260,177	\$ 16,053,858	\$ -	\$	\$ 16,053,858	
Reserve, Unrealized Tax Collections (Basic Aid)		17,446,051	-	17,446,051	-	17,446,051	-		17,446,051	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2017-2018
 Revenues, Expenditures and Change in Fund Balance

		Community Education Fund			Child Development Fund		
		Saddleback	Irvine Valley	Total	Saddleback	Irvine Valley	Total
		College	College		College	College	
		(09)	(07)		(12)	(12)	
<u>SOURCES OF FUNDS</u>							
BEGINNING FUND BALANCE:	9712	\$ 725,280	\$ 153,097	\$ 878,377	\$ 1,804	\$ -	\$ 1,804
REVENUES:							
SB361 Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	-	-	-
Other State Sources	8600-8699	-	-	-	-	-	-
Other Local Sources	8800-8899	1,931,000	484,490	2,415,490	703,735	-	703,735
Total Revenue		1,931,000	484,490	2,415,490	703,735	-	703,735
FISCAL AGENT PASS-THRU	8970-8979	-	-	-	-	-	-
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	-	-	-	375,000	-	375,000
TOTAL SOURCES OF FUNDS		\$ 2,656,280	\$ 637,587	\$ 3,293,867	\$ 1,080,539	\$ -	\$ 1,080,539
<u>USES OF FUNDS</u>							
EXPENDITURES:							
Academic Salaries	1000-1999	\$ 200,976	\$ 18,930	\$ 219,906	\$ -	\$ -	\$ -
Other Staff Salaries	2000-2999	680,351	126,610	806,961	751,122	-	751,122
Employee Benefits	3000-3999	298,739	84,658	383,397	302,417	-	302,417
Supplies & Materials	4000-4999	121,214	3,732	124,946	22,000	-	22,000
Services & Other Operating	5000-5999	1,025,000	253,419	1,278,419	5,000	-	5,000
Capital Outlay	6000-6999	330,000	150,238	480,238	-	-	-
Payments to Students	7500-7699	-	-	-	-	-	-
Total Expenditures		2,656,280	637,587	3,293,867	1,080,539	-	1,080,539
OTHER FINANCING USES:							
Transfers Out	7300-7399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-
Other Transfers	7400-7499	-	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-	-
Total Other Sources (Uses)		-	-	-	-	-	-
TOTAL USES OF FUNDS		2,656,280	637,587	3,293,867	1,080,539	-	1,080,539
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Changes from Tentative Budget to Adopted Budget
 Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

		Unrestricted General Fund			Restricted General Fund		
		Tentative Budget	Budget Changes	Adopted Budget	Tentative Budget	Budget Changes	Adopted Budget
SOURCES OF FUNDS							
BEGINNING FUND BALANCE:	9712 \$	42,983,909 \$	12,906,068 \$	55,889,977 \$	8,669,789 \$	1,096,135 \$	9,765,924
REVENUES:							
SB361 Revenue	Various	\$ 155,041,692	\$ 1,420,189	\$ 156,461,881	\$ -	\$ -	-
Basic Aid		63,862,308	789,811	64,652,119	-	-	-
Federal Sources	8100-8199	-	-	-	2,422,723	899,179	3,321,902
Other State Sources	8600-8699	10,077,297	56,403	10,133,700	42,567,259	3,731,544	46,298,803
Other Local Sources	8800-8899	12,676,240	111,269	12,787,509	6,871,669	1,130,598	8,002,267
Total Revenue		241,657,537	2,377,672	244,035,209	51,861,651	5,761,321	57,622,972
FISCAL AGENT PASS-THRU	8970-8979	-	-	-	1,740,085	2,610,127	4,350,212
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	3,062,355	81,487	3,143,842	-	-	-
TOTAL SOURCES OF FUNDS		\$ 287,703,801	\$ 15,365,227	\$ 303,069,028	\$ 62,271,525	\$ 9,467,583	\$ 71,739,108
USES OF FUNDS							
EXPENDITURES:							
Academic Salaries	1000-1999	\$ 79,386,675	\$ 2,377,468	\$ 81,764,143	\$ 6,892,241	\$ 1,638,856	\$ 8,531,097
Other Staff Salaries	2000-2999	44,175,701	536,485	44,712,186	12,537,499	90,237	12,627,736
Employee Benefits	3000-3999	48,636,271	1,281,944	49,918,215	7,037,085	300,569	7,337,654
Supplies & Materials	4000-4999	2,134,144	196,742	2,330,886	5,584,855	186,076	5,770,931
Services & Other Operating	5000-5999	17,263,067	3,591,438	20,854,505	14,381,411	61,956	14,443,367
Capital Outlay	6000-6999	1,528,648	504,279	2,032,927	12,475,084	4,355,369	16,830,453
Payments to Students	7500-7699	-	-	-	1,373,265	(25,607)	1,347,658
Total Expenditures		193,124,506	8,488,356	201,612,862	60,281,440	6,607,456	66,888,896
OTHER FINANCING USES:							
Transfers Out	7300-7399	\$ 700,000	\$ 25,000	\$ 725,000	\$ 250,000	\$ 250,000	\$ 500,000
Basic Aid Transfers Out	7300-7399	67,031,257	200,000	67,231,257	-	-	-
Other Transfers	7400-7499	-	-	-	1,740,085	2,610,127	4,350,212
Debt Service	7100-7199	-	-	-	-	-	-
Total Other Sources (Uses)		67,731,257	225,000	67,956,257	1,990,085	2,860,127	4,850,212
TOTAL USES OF FUNDS		260,855,763	8,713,356	269,569,119	62,271,525	9,467,583	71,739,108
ENDING FUND BALANCE		\$ 26,848,038	\$ 6,651,871	\$ 33,499,909	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE							
Reserve, Economic Uncertainties/Fund Bal.	\$	13,352,517	\$ 2,701,341	\$ 16,053,858	\$ -	\$ -	-
Reserve, Unrealized Tax Collections (Basic Aid)		13,495,521	3,950,530	17,446,051	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Changes from Prior Year to Current Year Adopted Budget
 Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

			Unrestricted General Fund			Restricted General Fund		
			Adopted Budget FY 2016-2017	Budget Changes	Adopted Budget FY 2017-2018	Adopted Budget FY 2016-2017	Budget Changes	Adopted Budget FY 2017-2018
SOURCES OF FUNDS								
BEGINNING FUND BALANCE:	9712		\$ 50,616,800	\$ 5,273,177	\$ 55,889,977	\$ 8,724,015	\$ 1,041,909	\$ 9,765,924
REVENUES:								
SB361 Revenue	Various		\$ 149,244,052	\$ 7,217,829	\$ 156,461,881	\$ -	\$ -	\$ -
Basic Aid			59,010,948	5,641,171	64,652,119	-	-	-
Federal Sources	8100-8199		-	-	-	4,232,583	(910,681)	3,321,902
Other State Sources	8600-8699		12,125,243	(1,991,543)	10,133,700	33,140,913	13,157,890	46,298,803
Other Local Sources	8800-8899		10,980,973	1,806,536	12,787,509	6,484,337	1,517,930	8,002,267
Total Revenues			231,361,216	12,673,993	244,035,209	43,857,833	13,765,139	57,622,972
FISCAL AGENT PASS THROUGH	8970-8979						4,350,212	4,350,212
RESTRICTED BASIC AID	8980-8989		-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989		4,107,009	(963,167)	3,143,842	-	-	-
TOTAL SOURCES OF FUNDS			\$ 286,085,025	\$ 16,984,003	\$ 303,069,028	\$ 52,581,848	\$ 19,157,260	\$ 71,739,108
USES OF FUNDS								
EXPENDITURES:								
Academic Salaries	1000-1999		\$ 80,760,839	\$ 1,003,304	\$ 81,764,143	\$ 5,969,496	\$ 2,561,601	\$ 8,531,097
Other Staff Salaries	2000-2999		43,114,779	1,597,407	44,712,186	11,138,444	1,489,292	12,627,736
Employee Benefits	3000-3999		44,679,751	5,238,464	49,918,215	5,796,932	1,540,722	7,337,654
Supplies & Materials	4000-4999		2,859,219	(528,333)	2,330,886	4,800,329	970,602	5,770,931
Services & Other Operating	5000-5999		21,066,363	(211,858)	20,854,505	8,971,439	5,471,928	14,443,367
Capital Outlay	6000-6999		1,986,523	46,404	2,032,927	14,609,119	2,221,334	16,830,453
Payments to Students	7500-7699		-	-	-	1,046,089	301,569	1,347,658
Total Expenditures			194,467,474	7,145,388	201,612,862	52,331,848	14,557,048	66,888,896
OTHER FINANCING USES:								
Transfers Out	7300-7399		\$ 500,000	\$ 225,000	\$ 725,000	\$ 250,000	\$ 250,000	\$ 500,000
Basic Aid Transfers Out	7300-7399		56,129,557	11,101,700	67,231,257	-	-	-
Other Transfers	7400-7499		-	-	-	-	4,350,212	4,350,212
Debt Service	7100-7199		-	-	-	-	-	-
Total Other Sources (Uses)			56,629,557	11,326,700	67,956,257	250,000	4,600,212	4,850,212
TOTAL USES OF FUNDS			251,097,031	18,472,088	269,569,119	52,581,848	19,157,260	71,739,108
ENDING FUND BALANCE			\$ 34,987,994	\$ (1,488,085)	\$ 33,499,909	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE								
Reserve, Economic Uncertainties/Fund Bal.			\$ 21,122,525	\$ (5,068,667)	\$ 16,053,858	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)			13,865,469	3,580,582	17,446,051	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Prior Year Budget to Actual
 Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

		Unrestricted General Fund			Restricted General Fund		
		Adopted Budget FY 2016-2017	Actual FY 2016-2017	Balance FY 2016-2017	Adopted Budget FY 2016-2017	Actual FY 2016-2017	Balance FY 2016-2017
<u>SOURCES OF FUNDS</u>							
BEGINNING FUND BALANCE:	9712	\$ 50,616,800	\$ 50,616,800	\$ -	\$ 8,724,015	\$ 8,724,015	\$ -
REVENUES:							
Federal Sources	8100-8199	-	7,898	(7,898)	4,232,583	2,947,645	1,284,938
State Sources	8600-8699	13,315,243	19,136,787	(5,821,544)	33,140,913	23,693,869	9,447,044
Local Sources	8800-8899	218,045,973	228,241,451	(10,195,478)	6,484,337	8,202,035	(1,717,698)
Total Revenues		231,361,216	247,386,136	(16,024,920)	43,857,833	34,843,549	9,014,284
FISCAL AGENT PASS THROUGH	8970-8979	-	-	-	-	4,350,211	(4,350,211)
INCOMING TRANSFERS	8980-8989	4,107,009	4,835,415	(728,406)	-	19,406	(19,406)
TOTAL SOURCES OF FUNDS		\$ 286,085,025	\$ 302,838,351	\$ (16,753,326)	\$ 52,581,848	\$ 47,937,181	\$ 4,644,667
<u>USES OF FUNDS</u>							
EXPENDITURES:							
Academic Salaries	1000-1999	\$ 80,760,839	\$ 82,138,227	\$ (1,377,388)	\$ 5,969,496	\$ 6,038,260	\$ (68,764)
Other Staff Salaries	2000-2999	43,114,779	42,059,712	1,055,067	11,138,444	9,492,302	1,646,142
Employee Benefits	3000-3999	44,679,751	45,793,064	(1,113,313)	5,796,932	5,188,983	607,949
Supplies & Materials	4000-4999	2,859,219	2,221,827	637,392	4,800,329	1,519,665	3,280,664
Services & Other Operating	5000-5999	21,066,363	15,626,826	5,439,537	8,971,439	4,020,520	4,950,919
Capital Outlay	6000-6999	1,986,523	1,733,800	252,723	14,609,119	5,349,863	9,259,256
Payments to Students	7500-7699	-	8	(8)	1,046,089	1,882,157	(836,068)
Total Expenditures		194,467,474	189,573,464	4,894,010	52,331,848	33,491,750	18,840,098
OTHER FINANCING USES:							
Transfers Out	7300-7399	\$ 56,629,557	\$ 57,374,910	\$ (745,353)	\$ 250,000	\$ 309,889	\$ (59,889)
Other Transfers	7400-7499	-	-	-	-	4,369,618	(4,369,618)
Total Other Sources (Uses)		56,629,557	57,374,910	(745,353)	250,000	4,679,507	(4,429,507)
TOTAL USES OF FUNDS		251,097,031	246,948,374	4,148,657	52,581,848	38,171,257	14,410,591
ENDING FUND BALANCE		\$ 34,987,994	\$ 55,889,977	\$ (20,901,983)	\$ -	\$ 9,765,924	\$ (9,765,924)

APPENDIX A

The following Funds are used at South Orange County Community College District:

FUND NUMBER	DESCRIPTION	DEFINITION
01	General Fund	Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds.
07	Community Education Fund – Irvine Valley College	Irvine Valley College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
09	Community Education Fund – Saddleback College	Saddleback College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
12	Child Development Fund	The District operates child development programs at both colleges for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations. It is intended to be self-supporting.
40	Capital Outlay Fund	The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, American with Disabilities Act, and District funded projects.
41	Facilities Corporation Capital Outlay Projects Fund	The District established the Facilities Corporation capital outlay projects fund to account for the transactions related to funding for the development of ATEP, when it is needed.
68	Self-Insurance Fund	The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and workers' compensation programs.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
71	Retiree Benefits Fund	The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.
72	Retiree (OPEB) Trust	This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement.
73	Saddleback College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
74	Irvine Valley College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
75	District Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation supplements any needs the District may have.
76	ATEP Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. This account may supplement needs the District may have related to ATEP.
78	Pension Stability Trust	This fund is used to account for the activities of the District funds set aside to pre-fund the STRS and PERS rate increases for unrestricted general fund employees.
84	Student Financial Aid Fund	This fund is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
95	Associated Student Government - Saddleback College	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
96	Associated Student Government - IVC	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
99	Fixed Assets	This fund is used to record the fixed asset acquisition, disposal, and depreciation transactions for our annual financial report.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- **Capital Construction** refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of “facilities systems.”
- **DRAC** is the SOCCCD’s District Resource Allocation Council, which is a district-wide participatory governance council, approved by the Board of Trustees and charged with recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for Unrestricted General Funds and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education and Facilities Master Plan (EFMP)** is a year-long endeavor updated every five years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-2031 is in a 5-volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long-Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.
- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- **Scheduled Maintenance** The state refers to scheduled maintenance as state funds that are provided for major repairs of buildings and equipment and have required a local match. For several years, state scheduled maintenance funds had not been allocated to community colleges. Beginning in FY 2013-2014, the State re-introduced the State Scheduled Maintenance program. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Match** are match funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving a match of dollars from the state. These matching funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both colleges and the SOCCCD District-wide Strategic Plan.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility, Renovation, & Scheduled Maintenance Plan** will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.



SOCCCCD ADOPTED BUDGET FY 2017-2018

BOARD OF TRUSTEES SPECIAL MEETING
September 11, 2017



Introduction/Goals

To provide an overview of Adopted Budget and current and projected status to the Board of Trustees to include:

- Income and expense categories along with trends
- Key Items that are considered in developing the budget
- Enrollment management initiatives
- Budget challenges and opportunities
- Budget and personnel strategies
- Processes to ensure transparency and inclusiveness
- Goals and timelines
- Budget management and responsibility





Board Budget Development Guidelines

Guiding Principles:

The following guiding principles are provided to the District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.





Board Budget Development Guidelines

2. Future Long-Term Debt Issues

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive, including implementation and recruitment costs.





Board Budget Development Guidelines

4. **Area/College Allocations**

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and College Business Officers shall monitor the college budgets to ensure there are no negative balances.

5. **Deficit Financing**

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.





Board Budget Development Guidelines

6. **Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans**

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.





Board Budget Development Guidelines

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.





Board Budget Development Guidelines

9. Full Time Equivalent Student Targets

When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.





Board Budget Development Guidelines

11. Budget Planning

College budget planning will take into consideration the 50% Law and Faculty Obligation Number (FON).





Community Supported District Funding Model



Property Taxes

+ Enrollment Fees

- SB361 Allocation

= Basic Aid Funds



Community Supported District Funding Model

Example Year 1

Property Taxes	\$ 100,000,000
Enrollment Fees	<u>\$ 15,000,000</u>
Funds Available	\$ 115,000,000

SB361 Allocation	<u>\$ 80,000,000</u>
------------------	----------------------

Basic Aid Funds	\$ 35,000,000
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Example Year 2

Property Taxes	\$ 105,000,000
Enrollment Fees	<u>\$ 16,000,000</u>
Funds Available	\$ 121,000,000

SB361 Allocation PY	\$ 80,000,000
COLA & Growth	<u>\$ 4,000,000</u>

and Base Increase	
Basic Aid Funds	\$ 37,000,000

Note: DRAC Model is mainly based on SB361, with some exceptions. DRAC model calculation is higher than SB361.



DRAC Budget Model

The DRAC Model is a **revenue** driven model based on SB361; distributes unrestricted (operating) funds only and funds colleges and district services for day to day operations

1. Colleges are provided a **Basic Allocation** based on the number of reported FTES. **Both colleges are currently medium** size colleges.

0 - 9,999	= small college	\$3,649,851
10,000 - 19,999	= medium college	\$4,258,160
20,000 -	= large college	\$4,866,469

2. The total **FTES funds** available for distribution include 1) FTES funded amount from the prior year, 2) state funded **COLA** and **base increases**, and 3) **growth funds** for allowable growth FTES.
3. The total FTES funds available are distributed to each college based on the **3 year average** of reported FTES up to the individual college FTES targets.



DRAC Budget Model (continued)

4. After the SB361 Revenue is determined and distributed, the final calculations are made to the model.
 - Additional revenues are **added** for non-resident tuition, Lottery, EPA funds, Mandated Costs, interest, and other local incomes.
 - The District Services budget is 9.34% of revenue.
 - The General Expenses are operating expenses that impact or are for the benefit of the **entire District**. These costs are shared proportionately by all 3 entities.
 - The Contingency is set at 7.5% of revenue.
 - The entity ending balances are carried over each year and added to the revenue amounts to determine the total budget.
 - DRAC is a participatory governance committee that reviews and makes recommendations for changes to DRAC; a transparent process.



Full-Time Equivalent Student (FTES)

FTES drives the revenue calculation for SB361

FTES is also used to appropriate state funds for

- Physical Plant and Instructional Equipment
- Lottery
- Education Protection Act (EPA) funds
- Mandated Costs



What is an FTES?

FTES stands for full time equivalent student

1 FTES = 30 units or 525 WSCH
(weekly student contact hour)

1 FTES is defined as one student taking five 3-hour classes for two semesters.

5 classes x 3 hours/week 15 WSCH

**15 WSCH x 17.5 weeks
semester x 2 semesters 525 WSCH**





FTES Rates FY 2017-2018

FTES Rates per the DRAC Model:

Credit courses	\$5,352.55 / FTES*
Non-Credit Courses	\$3,168.98 / FTES
CDCP Non-Credit Courses**	\$5,040.73 / FTES

*This is higher than the state rate of \$5,151.24 due to historical budget model adjustments.

**CDCP Non-Credit Courses are Career Development and College Preparation.



What Impacts Enrollment?

- Economy – if it's good, we're down; if it's bad, we're up
- Job Market – Low unemployment rate, we're down; high unemployment, we're up
- Reputation
- Marketing, Outreach, PR, Recruitment, Visibility
- We must meet **student need**
- Programs of Interest; Job Preparation; On-Line Degrees
- Programs & Courses that lead to **Employment** and/or **Transfer**
- Demographics; K-12 Enrollments
- Other Factors





Enrollment Trends

CCFS 320 FTES					
	FY 2013-2014 Actual	FY 2014-2015 Actual	FY 2015-2016 Annual	FY 2016-2017 Annual	FY 2017-2018 Target
IVC	9,419	9,510	8,543	10,497	9,760
SC	15,506	18,177	15,090	16,869	18,516
TOTAL	24,925	27,687	23,633	27,366	28,276

Annual FTES (Summer, Fall, Spring)					
	FY 2013-2014 Actual	FY 2014-2015 Actual	FY 2015-2016 Annual	FY 2016-2017 Annual	FY 2017-2018 Target
IVC	9,055	9,331	9,560	10,497	9,760
SC	16,885	16,652	16,626	16,869	18,516
TOTAL	25,940	25,983	26,186	27,366	28,276

Annual Headcount				
	FY 2013-2014 Actual	FY 2014-2015 Actual	FY 2015-2016 Annual	FY 2016-2017 Annual
IVC	21,497	21,432	22,573	23,136
SC	39,817	38,307	39,774	38,561
TOTAL	61,314	59,739	62,347	61,697



Overview of District Funds

Adopted Budget FY 2017-2018

General Fund (GF):	\$374.8 Million
Including:	
Unrestricted GF:	\$303.1 Million
Restricted GF:	\$ 71.7 Million
Other Funds*:	<u>\$462.1 Million</u>
Total All Funds:	\$836.9 Million

* *Other Funds Include: Community Education, Child Development, Capital Outlay (Including Basic Aid Projects), Self-Insurance, Retiree Benefit, OPEB & Pension Stability Trust Funds*



Adopted Budget FY 2017-2018

Definitions

Unrestricted General Fund

The unrestricted general fund is used to account for resources for the general purpose programs of the District.

Restricted General Fund

The restricted general fund is used to account for federal, state and local resources that **must** be spent for a **specific** purpose by law or agreement.





Adopted Budget FY 2017-2018

Changes from Tentative Budget

Revenue Changes:

- **General Fund Unrestricted Ending Balance**
One-time funds from FY 2016-2017 Carried Forward is \$55.9M **(increase of \$12.9M)**
- **Unrestricted revenue increased by \$2.5M** due to property tax, Lottery and non-resident tuition estimates (used for SB361 increases)
- **Restricted funds increased by \$9.5M** to \$71.7M





Adopted Budget FY 2017-2018

Changes from FY 2016-2017 Adopted Budget

- General Fund Unrestricted Ending Balance **increased by \$5.5M**
- Unrestricted General Fund
 - Revenue **increased by \$12.6M** due to property taxes for SB361 and basic aid
 - Expenses **increased by \$7.1M** for salaries and benefits and **\$11M for basic aid** allocations
- Restricted funds revenue **increased by \$19M** for State categorical allocations





Adopted Budget FY 2017-2018

SB361 Revenue Recap

- **COLA** of **1.56%** (\$2.2M)
- **Growth**— *No growth funds were provided*
- **Base Allocation** adjustment of **2.78%** (\$3.9M)

SB361 revenue is distributed through the DRAC model

Note: There are also one-time funds included in the budget for mandated cost reimbursement and Proposition 30



Adopted Budget FY 2017-2018

Additional One-Time Funding Sources

- **Mandated Cost** *reimbursement of \$700,000*
- **Part-time Faculty Office Hours and H&W Benefits** *partial state reimbursement of \$300,000*
- **Proposition 30 EPA** *funds budgeted for part-time faculty salaries and benefits of \$2.7M*
- **Scheduled Maintenance & Instructional Equipment funds of \$1.8M** *(restricted funds)*
- **Strong Workforce Program** *funds for CTE of \$2.6M (restricted funds)*





Adopted Budget FY 2017-2018

Examples of Restricted Programs

- **Adult Education Block Grant (AEBG)**
- **Strong Workforce**
- **Disables Student Programs and Services**
- **Extended Opportunity Programs and Services**
- **Student Success Support Programs (SSSP)**
- **Student Equity**
- **CTE Pathways**





Adopted Budget FY 2017-2018

Expense Recap

- **District-wide** budgeted salaries and benefits are **87.2%** of the operating budget, which is within the District recommended range; but our goal is to get to the lower end of the range which is **85%**.
- All **negotiated** salary increases and **Step and Column** increases are included for all employee groups.
- **STRS** rate of **14.430%** and **PERS** rate of **15.531%**
- **Employee Health and Welfare Benefits** increase of **5.3%** (\$1.1M)
- **Workers' Compensation** rate increase from 1.6% to **1.7%**
- **Unemployment Insurance** rate remains flat at **0.05%**
- **Increase in General Expenses** for Internal Audit, Recruitment, and Safety Compliance





Available “Basic Aid” Funds

RESOURCES - FY 2017-2018

AMOUNT

Balance at July 1, 2017*

\$22,390,716

Receipts FY 2017-2018

\$64,152,119

Estimated Property Taxes for Basic Aid

\$86,542,835

Unallocated Funds

(\$4,615,627)

Contingency for Unrealized Property Taxes**

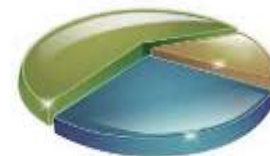
(\$12,830,424)

Total Approved Projects FY 2017-2018

\$69,096,784

* Beginning Balance was higher after final tax receipts

** Contingency is 20% of current year estimated receipts

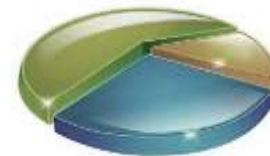




Basic Aid Allocations

Long Term Obligations and Fixed Expenses*	\$ 17,360,000
Capital Projects	
1. Capital Projects – Priorities FY 2017-2018	32,349,584
2. Capital Projects – Special Project Support	5,200,000
Scheduled Maintenance and Small Renovation Projects	3,500,000
District-wide Technology Priority Projects FY 2017-2018	9,937,200
ATEP Programming Support	700,000
<u>TOTAL ALLOCATION</u>	<u>\$ 69,096,784</u>

*includes contributions to Pension Stability Trust, OPEB Trust, and funding for legislative advocacy





ATEP Programming Support

In order to ensure the success of providing start up instruction career technical educational programming at the ATEP site, **seed money** will be provided for a 3 year period through **basic aid** to each college upon the opening of their first building.

- Beginning FY 2017-2018, the annual funding amount is \$750,000. The funding amount will increase each year thereafter by the state provided COLA.
- Funds will be used for the sole purpose of implementing and enhancing educational offerings at the ATEP location.
- The funds will carry over and must be spent by the end of the fifth year.
- Each college will provide a written plan for the use of the funds and provide regular reports of expenditures.





Retirement System Increases

STRS & PERS Projected Rate and Cost Increases (Unrestricted General Fund)

Fiscal Year	2015-2016 Actual	2016-2017 Actual	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016	Cumulative Increase
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	18.130%	19.100%		
STRS Contribution	6,692,933	8,553,945	11,323,105	12,774,785	14,226,465	14,987,616	8,294,683	28,401,252
Annual Increase		1,861,012	2,769,160	1,451,680	1,451,680	761,151		
PERS Annual Rate	11.847%	13.888%	16.600%	18.200%	19.900%	20.400%		
PERS Contribution	4,491,723	5,646,703	6,822,439	7,480,023	8,178,707	8,384,202	3,892,479	14,053,460
Annual Increase		1,154,980	1,175,736	657,584	698,684	205,495		
Combined Annual Increase		3,015,992	3,944,896	2,109,265	2,150,364	966,646	12,187,163	42,454,711

Notes: FY 2015-2016 through FY 2017-2018 include negotiated salary increases

FY 2018-2019 through FY 2020-2021 estimates do not assume any changes in salaries



Early Retirement Incentive Program

Assumptions to meet the program requirements and savings:

- Faculty positions will be replaced with part-time faculty for 1 year
- Continue to meet the FON and 50% Law
- Classified and Management positions will remain vacant for 90 days (on average)
- Review and update all position descriptions
- Review organizational structure and position levels for managers

Location	Faculty	Classified	Management	Total
DS	0	6	11	17
IVC	10	27	4	41
SC	20	30	8	58
Total	30	63	23	116

Retirement Date:

06/30/17	30	26	7	63
12/29/17	0	37	16	53
Total	30	63	23	116



Compliance

Faculty Obligation Number (FON)

Fall	Calculated FON	Required FON	Actual FON	Over/(Under) Required FON
2007	300.8	300.8	321.2	20.4
2008	305.8	305.8	333.6	27.8
2009	340.8	305.8	345.9	40.1
2010	363.8	305.8	363.5	57.7
2011	367.6	305.8	367.6	61.8
2012	392.8	305.8	347.2	41.4
2013	400.8	305.8	353.0	47.2
2014	353.8	353.8	376.0	22.2
2015	366.8	366.8	381.2	14.4
2016	376.8	376.8	405.9	29.1

For Fall 2009 through Fall 2013, the FON was frozen by the Board of Governors at the Fall 2008 level due to a lack of adequate funds in the state budget



Compliance

50% Law Requirement

2011-2012	2012-2013	2013-2014*	2014-2015	2015-2016	2016-2017
51.71%	52.16%	51.45%	51.89%	53.32%	53.80%

50% Law Definition - Education Code §84362 requires that 50% of the District operating budget be spent on classroom instruction. This is comprised of salaries and benefits of classroom instructors and instructional aides only. It does not include costs for counselors, librarians, or classroom equipment and supplies.

*Retirement incentives were paid off in FY 2012-2013 so no payments in FY 2013-2014 going forward resulted in a lower percentage.



Budget Outlook

- The adopted budget **outlook has improved** since the tentative budget presentation.
- This is due to **higher ending balances** and additional one-time funding
- The adopted budget is **balanced** with no budget deficit
- However, as costs increase and demands for programs and services increase, **new on-going income does not keep pace**



Ongoing Revenue + One Time Funds = Expenditures



Budget Outlook

- It is a challenge to predict future State budgets, therefore, we will be working together on **Enrollment Management** and **Personnel and Budget** strategies to remain proactive
- The budget outlook is easily manageable as long as we work together and plan
- No need for drastic measures
- Multi-year approach
- Still can provide competitive compensation packages to faculty, classified professionals, and administrators/managers





Budget and Personnel Strategies

Meet all of the annual board philosophy and budget guidelines by doing the following:

- Meet required district and colleges PARS Program Savings and use retirement incentive plan as an opportunity to analyze organizational structures and position descriptions to determine best strategies for personnel replacements
- Continue to offer competitive salaries and benefits to our employees
- Reduce reliance on one-time funds to fund on-going commitments; goals will be set by each unit individually, but this goal must be met on a district-wide basis in 3 years



Budget and Personnel Strategies

Meet all of the annual board philosophy and budget guidelines by doing the following (continued):

- Continue to meet FON and 50% law requirements to ensure instructional programs have minimum funding
- Meet 525 average productivity measure which is considered a best practice in enrollment management across the state and nation; some colleges shoot past 525 to bring in additional money for compensation and student success
- Develop smart scheduling best practices and educate deans and departmental chairs; schedule developed so students still able to get the classes they need



Budget and Personnel Strategies

Meet all of the annual board philosophy and budget guidelines by doing the following (continued):

- Meet goal of 85% salary/benefits as a % of budget to provide needed budget flexibility
- Monitor, track, review, discuss new positions, changes in positions, org structures; ensure review of how each fits into mission and big picture of serving students and instruction
- Consider having IEPI org review or other organizational review



Budget and Personnel Strategies

Meet all of the annual board philosophy and budget guidelines by doing the following (continued):

- Reduce numbers of non-bargaining unit positions; develop student worker job description/salary schedule independent of NBU category
- Maintain annual allocations for scheduled maintenance
- Monitor and reduce non-salary expenditures, particularly review travel, equipment, and other discretionary expenses for savings
- Select important job families for overall review of position descriptions and update for current and future needs



Budget Management and Responsibilities

- Develop District-wide and college-wide philosophy that budget management is **EVERYONE'S** responsibility
- Understand best practices in budget management
- Institutionalizes those best practices in everyday practices
- Provide supportive environment to each other in implementation of budget and personnel strategies
- Ensure budget discussions are transparent and inclusive



Budget Management and Responsibilities

- Think longer term; plans for PERS/STRS Rate Increases after 2021-cliff year
- Get managers comfortable asking questions when personnel and budget requests, contracts, expenses are being brought forward for approvals
- Encourage colleges to collaborate to strengthen existing and new programs
- Collaboration and trust has already been strengthened district-wide



Future Budget Considerations

- Economy is strong now but we need to be prepared for projected downturn and impacts to enrollment and property taxes.
- Basic Aid status continues to be vulnerable-state funding formula model being revised.
- One time and restricted funds seem to be the form in which new money is distributed by CA State Chancellor's office and legislature so they protect against long term commitments.
- Always need to be able to rapidly respond to national and state new requirements, mandates, and legal changes to help our students.
- Preparing for the uncertain future is advisable and best practice; that is what we are doing with this district-wide approach and multi-year outlook.





*We will continue to keep
the college participatory
groups and the board
informed through budget
updates and budget
check-ins as best practice*



Questions?

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Public Agency Retirement Services (PARS) Supplemental Retirement Incentive (SRP) Program Enrollees

ACTION: Information

BACKGROUND

At the November 16, 2016 Board of Trustees meeting, the District authorized the offering of a supplementary retirement plan (SRP) for eligible academic faculty, administrators, managers, and classified staff for the 2016-2017 and 2017-2018 academic years, to be administered by the Public Agency Retirement Services (PARS). The retirement incentive program supplements STRS/PERS, and qualifies under relevant sections of Section 403(b) of the Internal Revenue Code. The Board of Trustees adopted Resolution No. 16-31 PARS Supplementary Retirement Plan (SRP) and approved the agreement for administrative services with (PARS).

Employees were notified of their eligibility to participate and received information and accompanying enrollment materials. Orientation meetings and workshops were held at Saddleback College and Irvine Valley College. Following the enrollment deadlines, the District determined that participation was sufficient to meet the District's fiscal and operational objectives; and the SRP was approved to move forward for those eligible faculty enrollees resigning on or before May 31, 2017 and for eligible enrollees from, administrator, manager, and bargaining unit employee groups resigning on June 30th and December 29, 2017.

STATUS

PARS SRP participants are listed in Exhibit A. A total of 116 faculty, administrators, managers and non-management classified staff elected to participate in the PARS SRP.

**ENROLLEE LIST
PARS SUPPLEMENTARY RETIREMENT PLAN (SRP)**

Exhibit A
Page 1 of 3

ACADEMIC FACULTY				
	Employee Name	Location	Division/School	Resignation Date
1	Allen, Lisa Davis	IVC	The Arts	5/26/2017
2	Borron, Brenda	IVC	Lang. & Learning Resources	5/26/2017
3	Brogan, George	IVC	Math, Comp. Sci. & Engr.	5/31/2017
4	Fesler, Susan H	IVC	Math, Comp. Sci. & Engr.	5/26/2017
5	Massaro, Dixie	IVC	Business Sciences	5/31/2017
6	McCord, Roy	IVC	Physical Sci. & Technology	5/26/2017
7	McCullough, Diana	IVC	Guidance & Counseling	5/31/2017
8	McDonough, Mary	IVC	Social & Behavioral Sci.	5/31/2017
9	Rochford, Stephen	IVC	The Arts	5/31/2017
10	Stern, Susan Louise	IVC	Lang. & Learning Resources	5/26/2017
11	Barr, Pamela	SC	Counseling Services	5/26/2017
12	Brenner, Cristy	SC	Social & Behavioral Sci.	5/31/2017
13	Chin, Lem	SC	ATAS	5/26/2017
14	Cobos, Ana M	SC	Online Ed & Lrng. Resources	5/27/2017
15	Cosgrove, Robert	SC	Liberal Arts	5/26/2017
16	Cox, Anne	SC	Social & Behavioral Sci.	5/26/2017
17	Forouzesh, Jennifer	SC	Health Sciences & Human Svcs.	5/31/2017
18	Garant, Dorothy	SC	Kinesiology & Athletics	5/27/2017
19	Gleason, Linda	SC	Health Sciences & Human Svcs.	5/27/2017
20	Gordon, Wendy	SC	Online Ed & Lrng. Resources	5/26/2017
21	Handa, Stephen	SC	Online Ed & Lrng. Resources	5/31/2017
22	Henry, Vinton	SC	Health Science & Human Svcs.	5/31/2017
23	Jacobs, Paula	SC	Counseling Services	5/31/2017
24	Jones, Lawrence	SC	Fine Arts & Media Tech.	5/30/2017
25	Lebauer, Roni	SC	Liberal Arts	5/27/2017
26	Lowe, Lesley A	SC	Kinesiology & Athletics	5/31/2017
27	Scarola, Vito	SC	Fine Arts	5/31/2017
28	Thomas, Arlene	SC	ATAS	5/26/2017
29	Twicken, Lawrence	SC	Social & Behavioral Sci.	5/31/2017
30	Woodward, Kenneth	SC	Social & Behavioral Sci.	5/30/2017

ACADEMIC ADMINISTRATORS				
	Employee Name	Location	Job Title	Resignation Date
1	Lipold, Anthony	SC	Dean Kinesiology & Athletics	6/30/2017
2	Rane-Szotak, Donna	SC	Dean, Health Science & Hum.Svcs.	12/29/2017

CLASSIFIED ADMINISTRATORS/MANAGERS				
	Employee Name	Location	Job Title	Resignation Date
1	Bartlomain, Joyce	DS	Executive Assistant	12/29/2017
2	Fluegeman, Tere	DS	Exec. Dir. Public & Govt. Affairs	12/29/2017
3	Johnson, Beverly	DS	Executive Assistant	12/29/2017
4	Kethley, Wayne	DS	Central Services Manager	12/29/2017
5	Lakow, Antonia	DS	Human Resources Oper. Supvr.	6/30/2017
6	Lorch, Teddi	DS	Exec. Director, HR & E/E Relations	12/29/2017
7	Miller, Frances	DS	Human Resources Oper. Supvr.	12/29/2017
8	O'Tousa, Yvonne	DS	Financial Analyst/Audit Supervisor	6/30/2017
9	Phaneuf, James	DS	Director IT Administrative Svcs.	12/29/2017
10	Rice, Walt	DS	Director Facilities Planning	12/29/2017
11	Seifert, Shannon	DS	Purchasing Manager	12/29/2017
12	Glen, Will	IVC	Police Chief	12/29/2017
13	Gordon, Dennis	IVC	Director Outreach & Recruitment	12/29/2017
14	Suarez, Matthew	IVC	Instructional Site Supervisor	6/30/2017
15	Thomas, Becky L	IVC	Director, Child Development Center	6/30/2017
16	Cavallaro, Lisa	SC	Director, Child Development Center	12/29/2017

**ENROLLEE LIST
PARS SUPPLEMENTARY RETIREMENT PLAN (SRP)**

Exhibit A
Page 2 of 3

CLASSIFIED ADMINISTRATORS/MANAGERS (continued)				
17	Hilton, Carol	SC	VP College Admin. Svcs.	12/29/2017
18	Miller-Gilliland, Sophie	SC	Manager, Office of the President	12/29/2017
19	Ozurovich, John	SC	Senior Director of College Facilities	6/30/2017
20	Rickner, Don	SC	Exec. Dir. College Foundation	12/29/2017
21	Semanik, Joyce	SC	Registrar	6/30/2017

CLASSIFIED NON-MANAGEMENT				
	Employee Name	Location	Job Title	Resignation Date
1	Hamblin, Sam	DS	Buyer	12/29/2017
2	Hayenga, Judith	DS	Accounting Specialist	6/30/2017
3	Johnson, Daniel R	DS	Senior Programmer/Analyst	12/29/2017
4	Kincaid, Candace	DS	Lead Payroll Process Specialist	12/29/2017
5	LeMaster, Sharon	DS	Administrative Assistant	12/29/2017
6	Rayburn, Wendy Niki Ito	DS	Payroll Specialist	12/29/2017
7	Bangston, Sonya	IVC	Media Production Specialist	12/29/2017
8	Basu, Sushmita	IVC	Senior Child Development Specialist	6/30/2017
9	Bennett, Robert H	IVC	Plant Engineer	12/29/2017
10	Brown, Janice	IVC	Senior Admissions & Records Splst.	12/29/2017
11	Colclough, Beep	IVC	Senior Matriculation Specialist	12/29/2017
12	Collins, Hugh Michael	IVC	Technical Director/Scenic Director	6/30/2017
13	Cooper, Vincent	IVC	Media Production Specialist	6/30/2017
14	Danna, Carol	IVC	Senior Administrative Assistant	12/29/2017
15	Davis, William	IVC	Police Officer	12/29/2017
16	Dear, Donald	IVC	Police Officer	6/30/2017
17	Dialto, Lois	IVC	Curriculum Specialist	6/30/2017
18	Eiteneer, Natalia	IVC	Child Development Specialist	6/30/2017
19	Fangrat, Gary	IVC	Police Officer	12/29/2017
20	Garner, Kori	IVC	New Media and Marketing Specialist	6/30/2017
21	Hooge, Monica	IVC	Senior Administrative Assistant	12/29/2017
22	Kobzeff, Karen	IVC	Administrative Assistant	6/30/2017
23	Mancini, Antonio	IVC	Police Officer	6/30/2017
24	McKee, Robert	IVC	Building Maintenance Worker	12/29/2017
25	Moorhouse, Shanna	IVC	Instructional Technologist	12/29/2017
26	Myers, Jacqueline Wendy	IVC	Custodian	12/29/2017
27	Pourshafai, Simin	IVC	Child Development Specialist	6/30/2017
28	San Juan, Joseph	IVC	Instructional Technologist	12/29/2017
29	Schneider, Linda Lee	IVC	Senior Child Development Specialist	6/30/2017
30	Sidoti, Anthony	IVC	Lead Building Maintenance Worker	6/30/2017
31	Strauss, Barbara	IVC	Financial Aid Specialist	12/29/2017
32	Wood, Kristina	IVC	Child Development Specialist	6/30/2017
33	Zambrano, Nicolas	IVC	Irrigation Systems Specialist	12/29/2017
34	Banes, Sherri	SC	Program Coordinator	6/30/2017
35	Bartirolo, Jeanise	SC	Administrative Assistant	12/29/2017
36	Brown, Susan	SC	Administrative Assistant	12/29/2017
37	Buth, Kan	SC	Custodian	6/30/2017
38	Dakin, Margaret	SC	HS/HS Program Specialist	12/29/2017
39	Doolittle, Gerald	SC	Lead Electrician	12/29/2017
40	Dreyer, James	SC	Painter	12/29/2017
41	Fagan, James	SC	Athletic Equipment Splst/Driver	6/30/2017
42	Fernandez, Jorge	SC	Custodian	12/29/2017
43	Fiacco, Nancy	SC	A & R Specialist I	6/30/2017
44	Franks, Jacqueline	SC	Senior Administrative Assistant	12/29/2017
45	Garcia, Santos	SC	Police Officer	6/30/2017
46	Godinez, Jesus	SC	Custodian	12/29/2017
47	Gonzalez, Angelito	SC	Custodian	12/29/2017
48	Higgins, Ruth	SC	Senior Financial Aid Specialist	12/29/2017

**ENROLLEE LIST
PARS SUPPLEMENTARY RETIREMENT PLAN (SRP)**

Exhibit A
Page 3 of 3

CLASSIFIED NON-MANAGEMENT (continued)				
49	Jacob, Janet	SC	Senior Administrative Assistant	6/30/2017
50	Keith, Randel	SC	Electrician	6/30/2017
51	Kinder, Kenneth M	SC	Senior Lab Technician	6/30/2017
52	Kruhmin, Mark	SC	Media Production Specialist	12/29/2017
53	Lukas, Jean	SC	Senior Administrative Assistant	6/30/2017
54	Mastrangelo, Janice	SC	Application Specialist II	12/29/2017
55	McClusky, Georganne	SC	Senior Administrative Assistant	12/29/2017
56	McMahon, Brian	SC	Lead Groundskeeper	12/29/2017
57	Miller, Maria	SC	Senior Administrative Assistant	12/29/2017
58	Rickerson, Robert Roy	SC	Art Gallery Specialist	6/30/2017
59	Rocklin, Patricia	SC	Financial Aid Specialist	12/29/2017
60	Rodriguez, Richard	SC	HVAC Technician	6/30/2017
61	Schultz, Katherine Susan	SC	Counseling Office Assistant	6/30/2017
62	Soria, Lucila	SC	Library Assistant II	12/29/2017
63	Welch, Nina Marie	SC	Fine Art Public Information Officer	6/30/2017

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>

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
9/5/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Bari Rudmann, MS, MFT	School Counseling
9/12/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	John Prange, MS, PhD	Performance Psychology
9/19/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Sheri Sterner, MA	Institutional Research
9/25/17 7:00pm	BSTIC 120	Alicia Nicosia	Legal 201 Introduction to Paralegal Studies & Ethics	Sheri Dando	Her Career as a Paralegal
9/26/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Kris Leppien- Christensen, PhD	Social Work
9/27/17 or 9/28/17 12:30pm	Library – In front/outside	Virginia Shank	Banned Books Event	Mitsuye Yamada	Will read her poems and speak about her experiences as a writer
10/3/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Karen Draper, MFT	Marriage and Family Therapist – Child Psychology

10/9/17 7:00pm	BSTIC 120	Alicia Nicosia	Legal 201 Introduction to Paralegal Studies & Ethics	Maureen Barlow	Her Career as a Paralegal
10/10/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Laurie Gonzales, MZ	School Psychology
10/31/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Jenny Rinehart, PhD	Transferring to UC Irvine
11/2/17 12:30pm	BSTIC120	Kinnari Bhavsar	MGT 1 Introduction to Business	Cassandra Miller Company: See Jane Go	Marketing – Branding, Target Market, Differentiation
11/7/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Jerry Rudmann, PhD	Human Factor Psychology
11/13/17 7:00pm	BSTIC 201	Alicia Nicosia	Legal 201 Introduction to Paralegal Studies & Ethics	Dennis Nakata	His Career as a Paralegal
11/21/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Mike Yassa, PhD	Research Bio-Psychology
11/27/17 7:00pm	BSTIC 120	Alicia Nicosia	Legal 201 Introduction to Paralegal Studies & Ethics	Rosanne Brewitz	Her Career as a Paralegal
12/5/17 5:30pm	BSTIC 116	Christine Choe, PsyD	Psyc 60 Psychology as a Major and Profession	Justin Choe, PsyD	Geriatric Psychology
Fall 2017 12:30pm	BSTIC 101	Bob Urell	GAP4+1 Cohort Meetings	Vivek Mande	GAP4+1 Cohort

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: 2018 Teachers of the Year Recognition Ceremony

ACTION: Information

BACKGROUND

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

STATUS

The 2018 Teachers of the Year Recognition Ceremony will be held on Tuesday, October 24, 2017 at the Disneyland Hotel in Anaheim. The South Orange County Community College District has received ten complimentary invitations for district and college representatives to honor the nominees for their outstanding efforts in promoting student success. The Orange County Department of Education has returned to their prior practice of honoring one nominee per accredited college. The district nominees being honored at the recognition ceremony are Basil Smith, Philosophy Professor from Saddleback College and Michael Cassens, Psychology Professor from Irvine Valley College.

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: Facilities Plan Status Report
ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

STATUS

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT September 25, 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 *DSA Submittal Packages*

In Progress: *Sign off of 50% Construction Documents, development of DSA Submittal Packages*, preliminary discussions with college regarding design-build entity staging and laydown area and potential impact to college operations.

Recently Completed: *Review of 50% Construction Document submittal package.*

Focus: Work through both schedule and cost impact to the project as it relates to the geotechnical report discovery *and pricing of college requested project changes.*

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	Oct 2017	Award Construction Contract	April 2018
Start Working Drawings	May 2018	Complete Construction	Oct 2020
Complete Working Drawings	Jan 2019	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
Unallocated Amount			\$26,630,000

Status: Criteria & Programming Phase: *Professional Service agreements for Board recommendation this month.*

In Progress: *Underground utility investigation and survey existing TAS building and tennis courts.*

Recently Completed: *Evaluation committee recommendation for the selection of Criteria Architect and Design-Build Consultant. RFP for geotechnical investigation and material testing & inspection services.*

Focus Issue: *Complete investigation process of the existing conditions; finalize the recommendation for the geotechnical investigation and material testing & inspection services firm and initiate criteria and programming phase with end-users upon contract execution.*

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: *Warranty Phase. Project is complete and Notice of Completion (NOC) was recorded with the County of Orange on August 23, 2017.*

In Progress: *Processing final pay application.*

Recently Completed: *Remediation work at Village 30 & 32.*

Focus: *Retention release. This item will be removed from future Facilities reports*

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

Project Description: This project addresses the Fine Arts complex and replaces existing HVAC units and controls with new energy efficient systems, and interior improvement, a Performing Arts lobby expansion and a new canopy at the exterior patio.

Start Preliminary Plans	July 2012	Award Construction Contract	Jan 2016
Start Working Drawings	Jan 2014	Complete Construction	Jan 2017

Complete Working Drawings	Nov 2014	Advertise for FF&E	N/A
DSA Final Approval	Sept 2015	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13, 6/22/2015 and 6/27/2016. On May 21, 2012, the Board approved \$1,000,000. On June 17, 2013, the Board approved additional funding of \$3,950,000. On June 22, 2015 the Board approved additional funds of \$2,750,000. On June 27, 2016, the Board approved \$2,100,000. 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: *Recommendation for Construction contract on this month's agenda.*

Recently Completed: *Development of work descriptions for bid. Bidding of project.*

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: *Professional Service agreements for Board recommendation this month.*

In Progress: Economic feasibility study to maximize return on solar power installation to include potential battery storage.

Recently Completed: *Evaluation committee has review proposals for Parking Lot Design Services recommended award.* Preliminary analysis of reduction of electrical energy demand through installation of solar power and battery storage has begun.

Focus: Complete economic analysis and solar power distribution alternatives. Continue coordination with Southern California Edison to aggregate incoming electrical service.

7. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/ Concession building,

located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

Start Preliminary Plans	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: *Design Development Phase.*

In Progress: *Design Development.*

Recently Completed: *Award of Commissioning Services agreement. Completion of Schematic Design.*

Focus: *Complete Design Development.*

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
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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: 60% complete.

In Progress: *Exterior painting, exterior hardscape, masonry wall, interior framing, building mechanical, electrical and plumbing rough-ins.*

Recently Completed: *Exterior plaster and roofing substrate.*

Focus: Furniture selection and coordination of building utility tie-ins. *Photovoltaic interconnect agreement with utility agency and solution for integrated battery storage system.*

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: 35% complete

In Progress: *Install electrical, telecommunications and natural gas utilities, curb and gutter, irrigation and grading.*

Recently Completed: *Sewer and storm drain tie-ins in Valencia Avenue.*

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: *Presentation and review by IVC participatory governance groups. Final review by Sustainability & Energy Plan Steering Committee.*

Recently Completed: *Saddleback Professional Development week presentation.*

Focus: *Coordinate presentation and review by District-Wide Planning Council.*

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: *Planning for self-evaluation of services, policies and practices.*

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 preliminary technology standards matrix. Conduct site walk of IVC campus.*

Recently Completed: *Review district and college's existing technology standards and conduct site walk of Saddleback campus.*

Focus: *Complete findings and finalize preliminary matrix. Prepare and finalize Research and Analysis phase deliverables.*

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: *Request for Proposal Phase.*

In Progress: Review the proposed scope of services with Saddleback & IVC IT and M&O Departments.

Recently Completed: *Reviewed draft scope of work with Saddleback IT Dept.*

Focus: *Issue RFP.*

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 and B) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through July 31, 2017 (EXHIBIT A) and August 31, 2017 (EXHIBIT B). A review of current revenues and expenditures for FY 2017-2018 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of July 31, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 65,655,901	65,655,901	65,655,901	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 3,321,902	3,321,902	162,060	4.88%
State Sources	8600-8699	57,606,503	57,606,503	14,850,351	25.78%
Local Sources	8800-8899	240,729,776	240,729,776	12,072,223	5.01%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		301,658,181	301,658,181	27,084,634	8.98%
FISCAL AGENT PASS THROUGH	8970-8979	4,350,212	4,350,212	362,518	8.33%
INCOMING TRANSFERS	8980-8989	3,143,842	3,143,842	0	0.00%
TOTAL SOURCES OF FUNDS		\$ 374,808,136	374,808,136	93,103,053	24.84%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 90,295,240	90,295,240	3,485,789	3.86%
Other Staff Salaries	2000-2999	57,339,922	57,339,922	28,774	0.05%
Employee Benefits	3000-3999	57,255,869	57,255,869	4,044,024	7.06%
Supplies & Materials	4000-4999	8,101,817	8,101,817	240,821	2.97%
Services & Other Operating	5000-5999	35,297,872	35,297,872	1,767,959	5.01%
Capital Outlay	6000-6999	18,863,380	18,863,380	311,893	1.65%
Payments to Students	7500-7699	1,347,658	1,347,658	13,993	1.04%
Total Expenditures		\$ 268,501,758	268,501,758	9,893,253	3.68%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 1,225,000	1,225,000	0	0.00%
Basic Aid Transfers Out	7300-7399	67,231,257	67,231,257	0	0.00%
Intra Fund Transfers Out	7400-7499	4,350,212	4,350,212	0	0.00%
Total Other Uses		72,806,469	72,806,469	0	0.00%
TOTAL USES OF FUNDS		341,308,227	341,308,227	9,893,253	2.90%
ENDING FUND BALANCE		\$ 33,499,909	33,499,909	83,209,800	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 17,446,051	17,446,051		
Reserve for Economic Uncertainties		13,260,177	13,260,177		
College Reserves for Economic Uncertainties		2,793,681	2,793,681		
TOTAL RESERVES		\$ 33,499,909	33,499,909		

NOTE: As of July 31, 2016 actual revenues to date were **20.88%** and actual expenditures to date were **2.58%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of July 31, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 19,766,282	19,766,282	19,766,282	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 99,419,252	99,419,252	2,478,677	2.49%
Restricted Budget Allocation		39,218,878	39,218,878	12,714,450	32.42%
Total Revenue		138,638,130	138,638,130	15,193,127	10.96%
INCOMING TRANSFERS	8980-8989	1,333,842	1,333,842	0	0.00%
TOTAL SOURCES OF FUNDS		<u>\$ 159,738,254</u>	<u>159,738,254</u>	<u>34,959,409</u>	21.89%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 56,488,724	56,488,724	1,988,299	3.52%
Other Staff Salaries	2000-2999	29,015,126	29,015,126	(2,079)	-0.01%
Employee Benefits	3000-3999	32,308,544	32,308,544	2,056,391	6.36%
Supplies & Materials	4000-4999	6,042,772	6,042,772	165,239	2.73%
Services & Other Operating	5000-5999	18,661,369	18,661,369	710,366	3.81%
Capital Outlay	6000-6999	13,150,367	13,150,367	176,801	1.34%
Payments to Students	7500-7699	946,352	946,352	9,315	0.98%
Total Expenditures		<u>\$ 156,613,254</u>	<u>156,613,254</u>	<u>5,104,332</u>	3.26%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 625,000	625,000	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		<u>625,000</u>	<u>625,000</u>	<u>0</u>	0.00%
TOTAL USES OF FUNDS		<u>157,238,254</u>	<u>157,238,254</u>	<u>5,104,332</u>	3.25%
LOCATION OPERATING BALANCE		<u>\$ 2,500,000</u>	<u>2,500,000</u>	<u>29,855,077</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,500,000</u>	<u>2,500,000</u>		

NOTE: As of July 31, 2016 actual revenues to date were **15.99%** and actual expenditures to date were **3.00%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of July 31, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		4,337,276	4,337,276	4,337,276	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 62,394,259	62,394,259	1,425,203	2.28%
Restricted Budget Allocation		18,301,263	18,301,263	4,512,821	24.66%
Total Revenue		80,695,522	80,695,522	5,938,024	7.36%
INCOMING TRANSFERS	8980-8989	1,400,000	1,400,000	0	0.00%
TOTAL SOURCES OF FUNDS		86,432,798	86,432,798	10,275,300	11.89%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	32,169,473	32,169,473	1,112,761	3.46%
Other Staff Salaries	2000-2999	18,233,934	18,233,934	25,947	0.14%
Employee Benefits	3000-3999	19,195,669	19,195,669	1,395,868	7.27%
Supplies & Materials	4000-4999	1,933,800	1,933,800	72,099	3.73%
Services & Other Operating	5000-5999	8,397,432	8,397,432	453,604	5.40%
Capital Outlay	6000-6999	5,557,503	5,557,503	134,720	2.42%
Payments to Students	7500-7699	401,306	401,306	4,678	1.17%
Total Expenditures		85,889,117	85,889,117	3,199,677	3.73%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	250,000	250,000	0	
Other Transfers	7400-7499	0	0	0	
Total Other Uses		250,000	250,000	0	
TOTAL USES OF FUNDS		86,139,117	86,139,117	3,199,677	3.71%
LOCATION OPERATING BALANCE		293,681	293,681	7,075,623	
RESERVES					
Reserve for Economic Uncertainties		293,681	293,681		

NOTE: As of July 31, 2016 actual revenues to date were **12.07%** and actual expenditures to date were **3.27%** of the revised budget to date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of August, 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:		\$ 65,655,901	65,655,901	65,655,901	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 3,321,902	3,321,902	257,864	7.76%
State Sources	8600-8699	57,606,503	57,606,503	16,775,424	29.12%
Local Sources	8800-8899	240,729,776	240,729,776	14,780,803	6.14%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		301,658,181	301,658,181	31,814,091	10.55%
FISCAL AGENT PASS THROUGH	8970-8979	4,350,212	4,350,212	725,035	16.67%
INCOMING TRANSFERS	8980-8989	3,143,842	3,143,842		0.00%
TOTAL SOURCES OF FUNDS		\$ 374,808,136	374,808,136	98,195,027	26.20%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 90,295,240	90,295,240	11,242,034	12.45%
Other Staff Salaries	2000-2999	57,339,922	57,339,922	4,249,608	7.41%
Employee Benefits	3000-3999	57,255,869	57,255,869	8,742,103	15.27%
Supplies & Materials	4000-4999	8,101,817	8,101,817	672,548	8.30%
Services & Other Operating	5000-5999	35,297,872	35,297,872	4,227,888	11.98%
Capital Outlay	6000-6999	18,863,380	18,863,380	788,411	4.18%
Payments to Students	7500-7699	1,347,658	1,347,658	56,791	4.21%
Total Expenditures		\$ 268,501,758	268,501,758	29,979,383	11.17%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 1,225,000	1,225,000	0	0.00%
Basic Aid Transfers Out	7300-7399	67,231,257	67,231,257	0	0.00%
Intra Fund Transfers Out	7400-7499	4,350,212	4,350,212	0	0.00%
Total Other Uses		72,806,469	72,806,469	0	0.00%
TOTAL USES OF FUNDS		341,308,227	341,308,227	29,979,383	8.78%
ENDING FUND BALANCE		\$ 33,499,909	33,499,909	68,215,644	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 17,446,051	17,446,051		
Reserve for Economic Uncertainties		13,260,177	13,260,177		
College Reserves for Economic Uncertainties		2,793,681	2,793,681		
TOTAL RESERVES		\$ 33,499,909	33,499,909		

NOTE: As of August 31, 2016 actual revenues to date were **22.34%** and actual expenditures to date were **8.86%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of August, 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		\$ 19,766,282	19,766,282	19,766,282	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 99,419,252	99,419,252	4,322,435	4.35%
Restricted Budget Allocation		39,218,878	39,218,878	14,070,037	35.88%
Total Revenue		138,638,130	138,638,130	18,392,472	13.27%
INCOMING TRANSFERS	8980-8989	1,333,842	1,333,842	0	0.00%
TOTAL SOURCES OF FUNDS		<u>\$ 159,738,254</u>	<u>159,738,254</u>	<u>38,158,754</u>	23.89%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 56,488,724	56,488,724	6,553,535	11.60%
Other Staff Salaries	2000-2999	29,015,126	29,015,126	2,061,356	7.10%
Employee Benefits	3000-3999	32,308,544	32,308,544	4,592,628	14.21%
Supplies & Materials	4000-4999	6,042,772	6,042,772	440,249	7.29%
Services & Other Operating	5000-5999	18,661,369	18,661,369	1,416,098	7.59%
Capital Outlay	6000-6999	13,150,367	13,150,367	432,266	3.29%
Payments to Students	7500-7699	946,352	946,352	46,443	4.91%
Total Expenditures		\$ 156,613,254	156,613,254	15,542,575	9.92%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 625,000	625,000	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		625,000	625,000	0	0.00%
TOTAL USES OF FUNDS		<u>157,238,254</u>	<u>157,238,254</u>	<u>15,542,575</u>	9.88%
LOCATION OPERATING BALANCE		<u>\$ 2,500,000</u>	<u>2,500,000</u>	<u>22,616,179</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,500,000</u>	<u>2,500,000</u>		

NOTE: As of August 31, 2016 actual revenues to date were **17.95%** and actual expenditures to date were **10.23%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of August, 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		4,337,276	4,337,276	4,337,276	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 62,394,259	62,394,259	4,225,542	6.77%
Restricted Budget Allocation		18,301,263	18,301,263	5,490,573	30.00%
Total Revenue		80,695,522	80,695,522	9,716,115	12.04%
INCOMING TRANSFERS	8980-8989	1,400,000	1,400,000	0	0.00%
TOTAL SOURCES OF FUNDS		86,432,798	86,432,798	14,053,391	16.26%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	32,169,473	32,169,473	3,881,565	12.07%
Other Staff Salaries	2000-2999	18,233,934	18,233,934	1,386,858	7.61%
Employee Benefits	3000-3999	19,195,669	19,195,669	2,928,883	15.26%
Supplies & Materials	4000-4999	1,933,800	1,933,800	217,097	11.23%
Services & Other Operating	5000-5999	8,397,432	8,397,432	879,716	10.48%
Capital Outlay	6000-6999	5,557,503	5,557,503	345,438	6.22%
Payments to Students	7500-7699	401,306	401,306	10,349	2.58%
Total Expenditures		85,889,117	85,889,117	9,649,906	11.24%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	250,000	250,000	0	
Other Transfers	7400-7499	0	0	0	
Total Other Uses		250,000	250,000	0	
TOTAL USES OF FUNDS		86,139,117	86,139,117	9,649,906	11.20%
LOCATION OPERATING BALANCE		293,681	293,681	4,403,485	
RESERVES					
Reserve for Economic Uncertainties		293,681	293,681		

NOTE: As of August 31, 2016 actual revenues to date were **14.85%** and actual expenditures to date were **11.60%** of the revised budget to date.



TO: Members of the Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
SUBJECT: District Services Report for September 25, 2017 Board of Trustees Meeting

Dr. Gregory Anderson Appointed Saddleback College President

Dr. Gregory Anderson was appointed as Saddleback College's new president following a unanimous vote by the South Orange County Community College Board of Trustees in a special meeting on Thursday, August 31. His first day on campus will be October 16.

Dr. Anderson has worked as a faculty member, director, dean, and vice president in the California Community Colleges for the past 12 years, most recently as vice president of planning, research, and institutional effectiveness for San Mateo County Community College District. Prior to that he served as vice president of instruction at Cañada College. 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.

Welcome to Our New Managers!

District Services is pleased to welcome three new managers: Jackie Han, Richard Kudlick, and Victor Negrete.

Jackie Han has been promoted to the district accountant position, replacing Yvonne O'Tousa, who retired on June 30. Jackie is a certified public accountant who started at Saddleback College in 2011 and has worked in various positions in the district since 2013, most recently as a senior accounting specialist in district services. In her new role, Jackie is responsible for many technical accounting functions including the District Resource Allocation Committee (DRAC) budget model, reconciliations, and support for the college foundation investment accounts.

Richard Kudlik is the district's new internal auditor. Richard is a certified public accountant with over 12 years of community college experience as an internal auditor and fiscal director at Coast Community College District and Rancho Santiago Community College District, respectively. The internal auditor position is responsible for protecting the organization by promoting effective control of district assets, improving current operations, and ensuring compliance with laws and regulations by providing objective, independent reviews.

Victor Negrete was hired as our executive director of public-private partnership development. Victor is an economic development professional with broad experience creating mutually beneficial partnerships for public and private organizations. His previous experience includes serving as the downtown development liaison for the City of Santa Ana, leading regional land use planning efforts for the Massachusetts Executive Office of Housing and Economic Development, and serving as a preventive medicine specialist in the United States Army Reserve.

Statement on DACA

On Tuesday, September 5, a joint statement on behalf of Board of Trustees President Timothy Jemal, Interim Chancellor Debra Fitzsimons, Irvine Valley College President Glenn Roquemore, and Acting Saddleback College President Denise Whittaker was sent to all students and employees in response to the Trump administration's action to rescind the Deferred Action for Childhood Arrivals (DACA) program. The statement reaffirmed the district's commitment to upholding the constitutional rights of everyone in the United States, no matter their citizenship or visa status, and our dedication to ensuring that all students have full access to our colleges and are protected from actions that would disrupt their education. The district will continue to work with the California Community Colleges State Chancellor's Office to advocate with Congress for a permanent resolution for undocumented students.

Energy Savings Resulting from Proposition 39

A recent report from the state chancellor's office on the success of Proposition 39, the Clean Energy Jobs Act of 2012, shows that in Fiscal Years 2014-2015 and 2015-2016, the South Orange County Community College District's energy-efficient projects resulted in 1.38 direct jobs, an annual energy cost savings of \$69,780, and energy savings totaling 84.81 homes powered.

The legislation allocates funding for projects that create jobs in California by improving energy efficiency and expanding clean energy generation through renewable energy. The district was awarded \$700,863 for Fiscal Year 2014-2015 and \$795,973 for Fiscal Year 2015-2016, for an energy reduction of 5.77 percent in usage for both Saddleback College and Irvine Valley College. The funding was distributed on a Full-Time Equivalent Students basis for qualifying projects.

Human Resources Update

The hiring process for the vice chancellor of human resources position is underway. Interviews were held starting September 12 and will continue later in the month. Second-level interviews with the interim chancellor are scheduled for the end of September.

Full-time faculty recruitments for the 2018-19 academic year will commence in October. Part-time faculty applications are submitted daily. The number of applicants in the various discipline pools continues to grow.

Human Resources has been working diligently on attaining degree and equivalency information to support the continued services of faculty members.

Training sessions continue for managers and staff on the updated and improved classified staff hiring process.

Public Agency Retirement Services Supplemental Retirement Plan: Human Resources specialists are contacting our upcoming retirees to provide forms, support, and guidance in the exit and retirement process.



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: September 14, 2017

SUBJECT: President's Report for the September 25, 2017 Board of Trustees Meeting

IVC Laser Week 2017

Irvine Valley College (IVC) welcomed over 600 students during Laser Week. The three-day student orientation provided first-time college students a chance to learn about all that IVC has to offer. Each day began with an opening session in the Performing Arts Center followed by workshops, lunch, campus tours, and an opportunity drawing. Students who participated in a survey after the event shared their thoughts: "I really liked sitting down with the faculty at lunch! I thought it was a good way to sit down in a more relaxed setting and kind of helped me feel less intimidated;" "Great teachers, faculty. Very impressed with my IVC decision;" and "Loved the student panel. Great idea! Pretty amazing orientation. Good Job." The Laser Week was made possible through the leadership and guidance of the Offices of Admissions and Records, Matriculation, Student Life, and Outreach and Recruitment, as well as support from many others from across the campus who assisted in making this a meaningful event for students.

IVC Music Major Wins Grand Prize in Music Competition

IVC music major Joseph Buscit was named as the grand prize winner in the Chamber Music Institute of Southern California's composer competition for his work, "Whenever I Think of You." A world premiere performance of Buscit's composition was featured at the Chamber Music Institute of Southern California's Gala Concert held July 23. Earlier this year, Buscit won the Third Annual IVC Student Competition for a different composition titled "Moonlight Metro." The award was presented at the 10th Annual Student Composer Concert held at IVC. Buscit is a current IVC student and has taken Daniel Luzko's music composition class.

Guided Pathways Coordinators Named

The Office of Instruction and the Academic Senate appointed Roopa Mathur and Brent Monte as Guided Pathways Coordinators for the 2017-18 academic year. They have each attended two AACC Guided Pathways Institutes. Professors Mathur and Monte provide intellectual leadership and cohesion for the guided pathways project and will be working with all campus constituencies to identify guided pathways best practices, help finalize and implement meta-majors (interest clusters or communities), and begin implementing draft pathways mapping templates.

College Promise Partnerships

On August 30, Vice President for Student Services Linda Fontanilla, Director of Student Life and Equity Programs Anissa "Cessa" Heard-Johnson, and Director of Research, Planning, and Accreditation Loris Fagioli participated in discussions about the College Promise partnership in Sacramento, CA. Over 400 California public education leaders met to discuss and develop strategies to improve and expand College Promise partnerships, which offer financial, academic, and community support to eligible students throughout the state. As college affordability is a priority for all of California's higher education institutions, the event featured a plenary session with California Department of Education Superintendent Tom Torlakson; California Community Colleges Chancellor Eloy Oakley; University of California President Janet Napolitano; California State University Executive Vice Chancellor for Student and Academic Affairs Loren Blanchard; and Association of Independent California Colleges and Universities President Kristen Soares.

Institutional Effectiveness Partnership Initiative

On September 1, President Roquemore attended an Institutional Effectiveness Partnership Initiative (IEPI) workshop in Sacramento. President Roquemore will serve as the team lead for an IEPI Partnership Resource Team (PRT). The workshop was the first step in preparation for his visit to Grossmont College in El Cajon, CA. The first visit to Grossmont College is scheduled for October 4, with a follow up visit on December 6.

ASEC Hosts Solar Eclipse Viewing Event

On August 21, the Applied Sciences and Engineering Club, along with faculty advisors Ilknur Erbas-White and Jack Appleman, hosted a solar eclipse viewing event. The B Quad was filled with students, faculty, and staff who gathered together to witness the eclipse. ASEC provided protective eyewear for those who participated and also offered viewing via telescope. Many of the science faculty present provided lessons and insights to those interested in learning more about the eclipse.

Navy Embark

On August 29, President Roquemore participated in a Navy Embark aboard the USS Anchorage. During the day-long journey, he participated in tours of the ship, met with sailors, and discussed the programs and services offered at California community colleges. Highlights from the day included witnessing an Osprey aircraft land on the flight deck, a triage demonstration, and hover craft offloading. President Roquemore enjoyed meeting the sailors, learning about their work and what their educational goals are for the future.



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 September 25, 2017 Board of Trustees Meeting

Transfer student Guodong “Godfrey” Wang is one of eight new UCLA Transfer Alliance Program Scholarship recipients for the 2017-18 academic year. To be eligible, he had to complete the college’s Honors Program and receive certification. Godfrey, who studied economics during his two years at Saddleback, will receive \$5,000 per academic quarter (three quarters per year). The scholarship could be extended for a second academic year if he meets certain conditions, including completing a research course, or community or corporate internship.

Disaster Relief

ASG and Phi Theta Kappa took sign-ups for a blood drive scheduled for September 26-28. The students are collaborating with the American Red Cross to collect pints of blood to distribute to hospitals and help out during disaster relief. On September 6, ASG hosted a pancake breakfast that benefited the Saddleback Student Disaster Relief fund and took donations to help students at Houston Community College.

Moment of Silence for 9/11

Students, faculty, staff and managers gathered in front of the Veterans Memorial as Acting President Denise Whittaker led them in a moment of silence for those lost in the September 11, 2001, terrorist attacks. President Whittaker encouraged all to continue to support those affected by the attack, as well as those suffering from Hurricanes Harvey and Irma.

Saddleback College Hosts Mission Viejo Business Expo

Saddleback College hosted the Mission Viejo Chamber of Commerce 2017 Business Expo on September 21, 2017. The Expo was from 4-7:30 pm in front of the Sciences Building.

The chamber estimated 45 to 50 Mission Viejo restaurants and businesses were on hand to showcase their services and wares to more than 250 residents. Students, faculty, staff and managers were encouraged to attend this networking event to show support to small businesses in our community.

VETS Program

The ninth annual Veterans Resource Fair brought over 60 exhibitors and donated food and beverages from Dunkin Donuts and the Orange County Employee Association to campus on September 19.

The Veterans Welcome BBQ on September 7 raised more than \$300.

Bank of American employees throughout Orange County collected almost \$5,000 in in-kind donations such as school supplies and non-perishable food for veterans in need.

Stanford University visited the VETS Center to recruit student veterans.

Two groups from the Department of Defense came to Saddleback. Trainers/instructors from the Marine Corps traveled from Quantico, Virginia to learn about and partner with the Pathways to Completion-Veterans Credit Articulation Track (V-CAT) Innovation Award. The second group came from Washington, D.C., to learn about the VETS Program's success and expertise in transitional services for veterans to help guide development of the new curriculum for the DoD TAP program. They invited the VETS Team to be part of a working group and brainstorming in New York in November, during which the parameters of TAPS will be constructed. This work will impact all exiting military service members in the years to come.

The program received approval to move forward to obtain plans and build a new Veterans Education and Transition Services (VETS) Center.

Leadership Training

President Whittaker discussed the Keys to Effective Student Leadership with the Associated Student Government members on August 18. Students learned more about their style of leadership and to appreciate various learning styles of those around them during the three-hour meeting.

Students Tour Jet Propulsion Laboratory

Saddleback College students spent July 13 at NASA's Jet Propulsion Laboratory watching technicians test drive a replica of the Mars Curiosity Rover, examining the Mission Control Center, and exploring an assembly room used to build satellites and other space-bound gadgets.

The tour aimed to encourage students to pursue careers in space exploration by showing some of nation's top engineers, analysts and scientists at work.

The trip was the culmination of the Pathway to STEM, a program offered by OC Pathways and Saddleback to teach students basic computer programming, app development, statistics and introduction to calculus. The goal is to grow the number of students pursuing careers in science, technology, engineering and math, or STEM.

The tour of about a dozen students included four recent high school graduates, while the rest were Saddleback students studying engineering.

Through Pathway to STEM, students participated in a series of free workshops over two months this spring at Saddleback. The coursework was created by the college and OC Pathways, which is a collaborative lead by Orange County Department of Education that includes local school districts, colleges and universities, and regional businesses.

The tour included a visit to the Spacecraft Assembly Facility, a 10-story-high "clean room" engineers use to build parts for rockets, satellites, rovers and other equipment used in space exploration.

Towards the end of the tour, students met with JPL employees and interns who spoke to them about the paths they took that helped them land at the prestigious institute. They told students that solid GPAs matter, but having plenty of passion, abundant curiosity and a strong work ethic are just as important.