



Meeting of the Board of Trustees

September 28, 2015

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).)
 - A. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).) (2 matters)
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - A. SOCCCD Faculty Association
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - B. California School Employees Association (CSEA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - C. Police Officers Association (POA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8) (1)
 - A. Exchange of Property by District: Portion of Advanced Technology Education Park: County of Orange, 15445 Lansdowne Road, Tustin
Agency Designated Negotiator: Debra Fitzsimons, Ph.D. regarding exchange of land.
- 1.6 Conference with Legal Counsel (GC Section 54956.9) (3 cases)
 - A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1), and (e)(2).) (3 cases)
 - 1. Pursuant to GC section 54956.9(e)(2):
 - a. Appeal of an administrative determination arising out of a complaint by a student alleging discrimination based on disability.
 - b. A classified administrator is appealing an administrative

- determination finding no sexual harassment by a faculty member.
2. Pursuant to GC section 54956.9(e)(1) – matter involving facts and circumstances which the District believes are not known to the potential plaintiff or plaintiffs.

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee David Lang

2.3 Pledge of Allegiance

Led by Trustee Marcia Milchiker

2.4 Recognitions: Speakers are limited to two minutes each.

A. Resolutions:

1. Irvine Valley College Men's Tennis Team, 2015 CCCAA State Champion
2. Valentin Baize and Max Rumeau, Irvine Valley College, 2015 CCCAA Men's Tennis Doubles Champion
3. Irvine Valley College Women's Sand Volleyball Team, 2015 CCCAA State Champion
4. Marisa Doran and Kobi Pekich, Irvine Valley College, 2015 CCCAA No. 1 Pairs Sand Volleyball State Champion
5. Annie Mitchem and Emily Reinking, Irvine Valley College, 2015 CCCAA No. 2 Pairs Sand Volleyball State Champion
6. Samantha Holdredge and Hailee Earnest, Irvine Valley College, 2015 CCCAA No. 3 Pairs Sand Volleyball State Champion

B. Commendations:

1. None

2.5 Public Comments

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report
- 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 **Legislative and Advocacy Overview**

Tere Fluegeman, District Director of Public Affairs and Government Relations, 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 Special Meeting held on August 19, 2015 and a Regular Meeting held on August 24, 2015.

5.2 **Irvine Valley College: Geology 170, Out of State Travel to Chiricahua National Park, Arizona, April 21-24, 2016**

Approve the proposal of the School of Physical Sciences and Technologies to offer Geology 170 from April 21-24, 2016, to the Chiricahua National Park in southern Arizona. Course fees are \$52.50.

5.3 **Irvine Valley College: Curriculum Revisions for the 2015-2016 Academic Year**

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2015-2016 academic year, pursuant to Title 5, Section 53200 et seq.

5.4 **Saddleback College: Curriculum Revisions and Additions for the 2015-16 Academic Year**

Approve the proposed curriculum changes and additions for the 2015-16 academic year at Saddleback College.

5.5 **Saddleback College: Community Education, Additional Fall 2015**

Approve the Community Education courses, presenters, and compensation.

- 5.6 **Saddleback College: Revised 2015-16 Instructional Material/Laboratory Fees**
Approve revised instructional material and laboratory fees for 2015-2016.
- 5.7 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.8 **SOCCCD: Saddleback College, Cosmetology and Cosmetician (Esthetician) Agreements, Saddleback Beauty Academy**
Approve Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for a 21 month period with options to renew for three additional one-year terms with Saddleback Beauty Academy for an estimated value of \$450,000.
- 5.9 **SOCCCD: Saddleback College Radio Transmitter Building Project, Change Order No. 2, Pacific Winds Building, Inc.**
Approve Board Change Order No. 2 for the Radio Transmitter Building project and authorize staff to execute the corresponding change order with Pacific Winds Building, Inc., resulting in a \$10,691.78 increase for a new contract value of \$164,795.49.
- 5.10 **SOCCCD: Saddleback College Radio Transmitter Building Project, Notice of Completion, Pacific Winds Building, Inc.**
Authorize filing the Notice of Completion for the Saddleback College Radio Transmitter Building project to Pacific Winds Building, Inc. for a final contract amount of \$164,795.49.
- 5.11 **SOCCCD: Saddleback College, Site Improvements Project, Design-Build Criteria and Programming Architectural Services Agreement, Amendment No. 2, DLR Group**
Approve Amendment No. 2 with DLR Group for increased criteria architect services for the Saddleback College Site Improvements project, increasing the amount of the agreement by \$150,000, for a total fee of \$430,000.
- 5.12 **SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Testing and Inspection Agreement, Amendment No. 1, C.E.M. Lab Corp.**
Approve Amendment No. 1 with C.E.M. Lab Corp. for additional testing and special inspection services for the Saddleback College Technology and Applied Science Swing Space project in the amount of \$60,000 for a revised contract amount of \$183,143.
- 5.13 **SOCCCD: Saddleback College CAI Video Production Services, Merit/Andrew**
Approve the agreement with Merit/Andrew for the CAI Video Production Services at Saddleback College for the period of September 29, 2015 to December 30, 2015 in the amount of \$125,000.

- 5.14 **SOCCCD: ATEP IVC First Building Project, Substitution of Subcontractor, Helix Electric, Inc.**
Approve the removal of Briggs Electric, Inc., as subcontractor and its substitution by Helix Electric, Inc. as subcontractor on the IVC First Building project at ATEP.
- 5.15 **SOCCCD: Annual renewal of Microsoft Campus Agreements for District-wide Microsoft Software Use.**
Approve the annual renewal of a software licensing agreement for the district-wide Microsoft Software Licensing for FY 2015-2016 with ComputerLand of Silicon Valley at a cost not to exceed \$251,369.
- 5.16 **SOCCCD: Agreement for Phone Hardware Refresh and Support, Resilient Communications**
Approve the agreement with Resilient Communications, for an amount not to exceed \$151,813.60.
- 5.17 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve trustees' requests for attending conference(s).
- 5.18 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.
- 5.19 **SOCCCD: August 2015 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Appointment of Trustee Representative for 2015**
Approve nomination of one trustee to serve as a representative to the District Audit Committee.
- 6.2 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**
Authorize payment to Trustee Jemal who was absent from the August 24, 2015 board meeting.
- 6.3 **SOCCCD: 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 2014-15 fiscal year.
- 6.4 **SOCCCD: Board Policy Revision: BP-4011.1 Full-time Faculty Hiring, AR-4011.1 Recruitment: Full-time Faculty, BP-4309 Duties and Responsibilities of the Faculty**
Discussion/Approval

- 6.5 **SOCCCD: Board Policy Revision: BP-101 Missions, BP-4117 Family Medical Leave for Administrators and Classified Management Personnel, BP-5050 Student Success and Support Programs, BP-5404 Sexual and Other Assaults**
Accept for review and study.
- 6.6 **SOCCCD: ATEP Utilities and Infrastructure Project, Phase 1, Architectural Services, Dougherty + Dougherty Architects, LLP**
Approve the architectural/ engineering agreement with Dougherty + Dougherty Architects, LLP for the ATEP Site Utilities and Infrastructure project, Phase I in the amount of \$523,100.
- 6.7 **SOCCCD: ATEP Land Exchange Demolition Project, Change Order No.3, AMPCO Contracting, Inc.**
Approve Board Change Order No. 3 for the ATEP Land Exchange Demolition project and authorize staff to execute the corresponding change order with AMPCO Contracting, Inc. which will result in a decrease of \$25,999.73, for a revised contract of \$2,399,000.27.
- 6.8 **SOCCCD: ATEP Land Exchange Demolition, Notice of Completion, AMPCO Contracting, Inc.**
Authorize filing the Notice of Completion for ATEP Land Exchange Demolition Project to AMPCO Contracting, Inc. for a final amount of \$2,399,000.27.
- 6.9 **SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Change Order No. 2, Solpac Construction, Inc. (dba Soltek Pacific Construction Company)**
Approve Board Change Order No. 2 in the amount of \$62,297 with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science Building Swing Space project for a total contract amount of \$6,981,450.
- 6.10 **SOCCCD: Saddleback College Technology and Applied Science (TAS) Building Swing Space Project, Architectural Services Agreement, Amendment No. 7, R2A Architecture**
Approve Amendment No. 7, in the amount of \$3,838 with R2A Architecture, for the Saddleback College Technology & Applied Science Building Swing Space project for a total fee of \$751,118.
- 6.11 **SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Renovation Project, Hire Construction Manager, McCarthy Building Companies, Inc.**
Approve the preconstruction services agreement, for a not to exceed amount of \$116,340, and the construction management services agreement for an amount of \$806,217 with McCarthy Building Companies, Inc., for a total value of \$922,557 for the Saddleback College Advanced Technology

and Applied Science Renovation project.

6.12 SOCCCD: Recess to Public Hearing – Initial Proposal from SOCCCD Police Officers Association

Conduct a public hearing to provide an opportunity for the public to comment on the POA proposal to District.

6.13 SOCCCD: District Initial Proposal to SOCCCD Police Officer Association

Acceptance of District initial proposal to the SOCCCD Police Officer Association for review and study, and set a public hearing on the proposal for the October 2015 Board meeting.

6.14 SOCCCD: Academic Personnel Actions – Regular Items

Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Resignation/Retirement/Conclusion of Employment.

6.15 SOCCCD: Classified Personnel Actions – Regular Items

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Reorganization, Authorization to Change Classified Positions, Reclassification, Change of Status, Out of Class Assignments, Out of Class Assignment End/Return to Permanent Assignment, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

6.16 SOCCCD: 2015-2016 Full-Time Faculty Hiring Amendment – Saddleback College

Approve amended 2015-2016 full-time faculty hiring list for Saddleback College.

7.0 REPORTS

7.1 SOCCCD: Saddleback and Irvine Valley College Foundation Annual Report

Executive Directors of Irvine Valley and Saddleback College Foundations will provide summary information on the accomplishments FY 2015-2016, financial summary, and highlights of major initiatives planned FY 2015-2016.

7.2 SOCCCD: Administrative Staffing Levels at the District

Information on SOCCCD's proportion of educational administrators compared to other California Community College multi-college Districts.

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

Response to public comment made by an Irvine Valley College student at the July 20 board meeting regarding allegation of discrimination.

- 7.4 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.5 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.6 **SOCCCD: Monthly Financial Status Report**
The reports display the adopted budget, revised budget and transactions through August 31, 2015.
- 7.7 **SOCCCD: Retiree (OPEB) Trust Fund**
Report for the period ending August 31, 2015.
- 7.8 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.

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.**

RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

SEPTEMBER 28, 2015

MEN'S TENNIS TEAM IRVINE VALLEY COLLEGE 2015 CCCAA STATE CHAMPION

Whereas, the Irvine Valley College men's tennis team, which included players Valentin Baize, Octave Ballet, Luis Castillo, Austin Do, Bruno Figlia, Stan Gavoty, Simon Guillin, Scott Paz, Flavien Raveau, Max Rumeau, Tony Selim, Robert Sielmann, Guillermo Ucelay and Carson Williams and coaches Ross Duncan and Amber Vann won the California Community College Athletic Association State Championship last April at the Pierpoint Club in Ventura, Calif.; and

Whereas, the Irvine Valley College men's tennis team captured its first ever state title after finishing second in the state in 2014 and ended the 2015 season with a record of 18-1; and

Whereas, the Irvine Valley College men's tennis team has an overall record of 35-4 the past two seasons; and

Whereas, the Irvine Valley College men's tennis team went undefeated in the Orange Empire Conference at 10-0 and won conference title for the second year in a row; and

Whereas, the Irvine Valley College men's tennis team was led to success by two-time Orange Empire Conference Most Valuable Player Guillermo Ucelay, and Intercollegiate Tennis Association All-Americans Guillermo Ucelay, Flavien Raveau, Max Rumeau, Simon Guillin and Valentin Baize; therefore

Be it resolved that the Board of Trustees and Chancellor of the South Orange County Community College District do hereby commend and congratulate the Irvine Valley College men's tennis team as State Champion.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt, Member

Lemar Momand, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

SEPTEMBER 28, 2015

VALENTIN BAIZE AND MAX RUMEAU IRVINE VALLEY COLLEGE 2015 CCCAA MEN'S TENNIS DOUBLES CHAMPION

Whereas, Valentin Baize and Max Rumeau, sophomores at Irvine Valley College, won the California Community College Athletic Association Men's Tennis Doubles State Championship at the Ojai Tournament in April in Ojai, Calif.; and

Whereas, Valentin Baize and Max Rumeau captured the first ever tennis individual state title for Irvine Valley College; and

Whereas, Valentin Baize and Max Rumeau, defeated fellow Irvine Valley College sophomore players Guillermo Ucelay and Simon Guillin, 6-4, 6-1, for the State Championship; and

Whereas, Valentin Baize and Max Rumeau, who were seeded eighth, defeated the top-seeded team in the semifinals and the No. 2-seeded team in the final on their way to the title; and

Whereas, Valentin Baize and Max Rumeau helped Irvine Valley College also claim the trophy for the most wins at the Ojai Tournament by a community college men's team for the second consecutive season; therefore,

Be it resolved that the Board of Trustees and Chancellor of the South Orange County Community College District do hereby commend and congratulate Valentin Baize and Max Rumeau for their outstanding effort as the California Community College Athletic Association Men's Tennis Doubles State Champion for 2015 and wish them well in their future educational and tennis endeavors.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt, Member

Lemar Momand, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

SEPTEMBER 28, 2015

WOMEN'S SAND VOLLEYBALL TEAM IRVINE VALLEY COLLEGE CCCAA 2015 STATE CHAMPION

Whereas, the Irvine Valley College women's sand volleyball team, which included players Emily Reinking, Samantha Holdredge, Hannah Matt, Hailee Earnest, Kayla Scheevel, Juju Cannon, Shaelyn Perez, Annie Mitchem, Kobi Pekich, Sarah Allen-Baines, Makani Wall, Taylor Askins, Rachael Woods, Samantha Goodman, Marisa Doran, Carleigh Petersen and Hailey Jones and coaches Tom Pestolesi, Butch May and Mike Cram, won the California Community College Athletic Association State Championship in May at Irvine Valley College; and

Whereas, the Irvine Valley College women's sand volleyball team captured the inaugural CCCAA state title after winning club level state championships the previous two years; and

Whereas, 13 players from Irvine Valley College women's sand volleyball team were also on the Irvine Valley College indoor volleyball team that won a state title last December; and

Whereas, the Irvine Valley College women's sand volleyball team went undefeated in 2015 against all other community college programs, including beating Fullerton and MiraCosta in the Regional Final and then Golden West, Grossmont and Cabrillo at the State Championship; and

Whereas, the Irvine Valley College women's sand volleyball team has had all seven of its sophomore players sign to continue their careers at four-year schools, including four with Division 1 Universities; therefore,

Be it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate the Irvine Valley College women's sand volleyball team as State Champion.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt, Member

Lemar Momand, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

SEPTEMBER 28, 2015

MARISA DORAN AND KOBI PEKICH

IRVINE VALLEY COLLEGE

2015 CCCAA No. 1 PAIRS SAND VOLLEYBALL STATE CHAMPION

Whereas, Marisa Doran and Kobi Pekich, sophomores at Irvine Valley College, won the California Community College Athletic Association No. 1 pairs State Championship in sand volleyball at Irvine Valley College in May; and

Whereas, Irvine Valley College won all three pairs competitions after also capturing the team title at the inaugural CCCAA State Championships at Irvine Valley; and

Whereas, Marisa Doran and Kobi Pekich defeated Grossmont's team of Lauren Hays and Lexi Reddick, 21-18, 18-21, 15-12, to win the No. 1 pairs State Championship; and

Whereas, Marisa Doran and Kobi Pekich finished with a record of 3-0 and lost just one set at the CCCAA Sand Volleyball State Championship; and

Whereas, Marisa Doran signed to continue her college volleyball career at the University of New Mexico and Kobi Pekich moved on to continue her college volleyball career at Long Beach State; therefore,

Be it resolved that the Board of Trustees and Chancellor of the South Orange County Community College District do hereby commend and congratulate Marisa Doran and Kobi Pekich for their outstanding effort as the California Community College Athletic Association No. 1 pairs champion in sand volleyball for 2015 and wish them well in their future educational and volleyball endeavors.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt, Member

Lemar Momand, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

SEPTEMBER 28, 2015

ANNIE MITCHEM AND EMILY REINKING IRVINE VALLEY COLLEGE 2015 CCCAA No. 2 PAIRS SAND VOLLEYBALL STATE CHAMPION

Whereas, sophomore Annie Mitchem and freshman Emily Reinking, won the California Community College Athletic Association No. 2 pairs State Championship in sand volleyball at Irvine Valley College in May; and

Whereas, Annie Mitchem and Emily Reinking defeated Grossmont's team of Megan Angerstein and Lindsey Spinning, 21-12, 21-7, to win the No. 2 pairs State Championship; and

Whereas, Irvine Valley College won all three pairs competitions after also capturing the team title at the inaugural CCCAA State Championships at Irvine Valley College; and

Whereas, Annie Mitchem and Emily Reinking finished with a record of 3-0 and didn't lose a set at the CCCAA Sand Volleyball State Championship; and

Whereas, Annie Mitchem signed to continue her college volleyball career at Division 1 University of Hawaii; therefore,

Be it resolved that the Board of Trustees and Chancellor of the South Orange County Community College District do hereby commend and congratulate Annie Mitchem and Emily Reinking for their outstanding effort as the California Community College Athletic Association No. 1 pairs champion in sand volleyball for 2015 and wish them well in their future educational and volleyball endeavors.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt, Member

Lemar Momand, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

SEPTEMBER 28, 2015

SAMANTHA HOLDREDGE AND HAILEE EARNEST IRVINE VALLEY COLLEGE 2015 CCCAA No. 3 PAIRS SAND VOLLEYBALL STATE CHAMPION

Whereas, sophomore Samantha Holdredge and freshman Hailee Earnest, won the California Community College Athletic Association No. 3 pairs State Championship in sand volleyball at Irvine Valley College in May; and

Whereas, Irvine Valley College won all three pairs competitions after also capturing the team title at the inaugural CCCAA State Championships at Irvine Valley College; and

Whereas, Samantha Holdredge and Hailee Earnest defeated Grossmont's team of Tiffany Cobain and Brooke Callahan, 21-15, 21-15, to win the No. 3 pairs State Championship; and

Whereas, Samantha Holdredge and Hailee Earnest were named the Orange Empire Conference players of the year and then finished with a record of 3-0 and didn't lose a set at the CCCAA Sand Volleyball State Championship; and

Whereas, Samantha Holdredge moved on to continue her college volleyball career at the College of Brockport State University of New York; therefore,

Be it resolved that the Board of Trustees and Chancellor of the South Orange County Community College District do hereby commend and congratulate Samantha Holdredge and Hailee Earnest for their outstanding effort as the California Community College Athletic Association No. 3 pairs champion in sand volleyball for 2015 and wish them well in their future educational and volleyball endeavors.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

Barbara J. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

Terri Whitt, Member

Lemar Momand, Student Member

Gary L. Poertner, Chancellor



TO: Board of Trustees

FROM: Gary L. Poertner, 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 District Director of Public Affairs and Government Relations 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, District Director of Public Affairs and Government Relations, Mark MacDonald, State Legislative Advocate from McCallum Group Inc., and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the district and colleges.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

Legislative and Advocacy Efforts



Tere Fluegeman - District Director, Public Affairs and Government Relations

Mark MacDonald – State Legislative Advocate, McCallum Group

Dana DeBeaumont – Federal Legislative Advocate, Capitol Advocacy Partners

September 28, 2015



What We Do

Promote and advance district and colleges

- Set priorities annually
- Build relationships – stakeholders
- High level of communication
- Conduct visits – local, state, federal

Monitor legislation

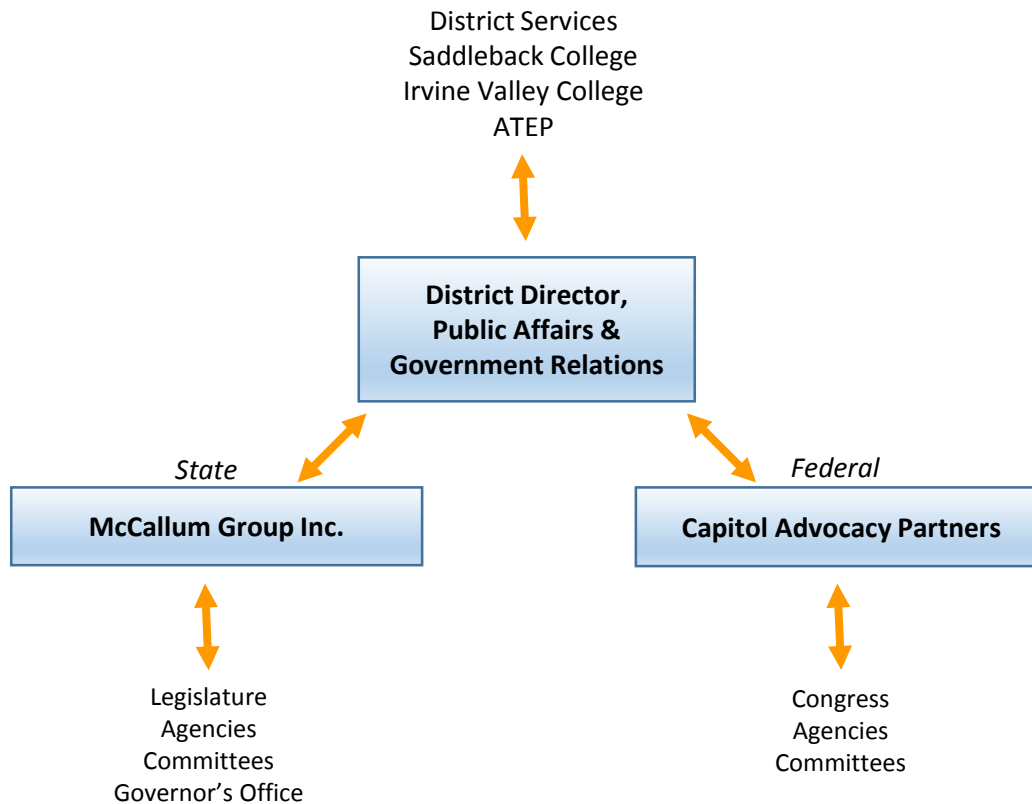
- State bills – high volume (Jan-Sep)
- Federal bills, policy initiatives

Advocacy - legislation, grants, initiatives and policy

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



How We Do It





SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

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
- California community colleges are the most highly regulated system in the country

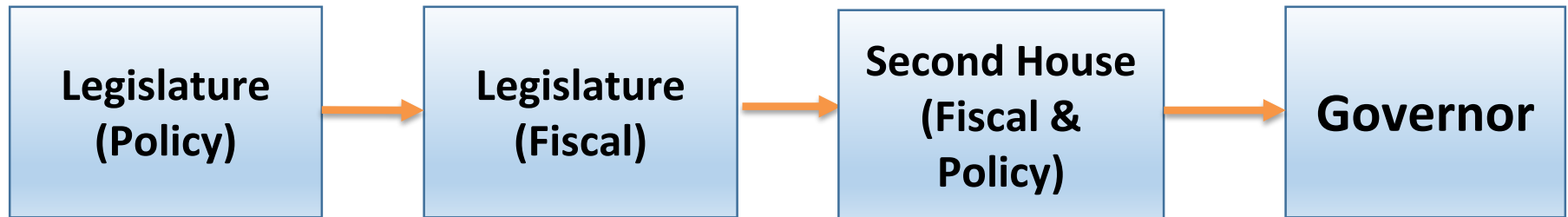


Budget Process





Legislative Process





Focus on South Orange County CCD

- Basic Aid
- District Goals and Directions
- Student Success Suite, Career Pathways Grant
- Budget Language on Nursing



This Year's Success - Budget

- \$100 million in Student Success and Support Program
- \$85 million in Student Equity Funds
- \$148 million in Deferred Maintenance/Instructional equipment
- \$60 million in Basic Skills Funding
- \$500 million Adult Education (\$2.15 million after MOE)
- Budget Language on Veterans
- Increase in Cal B Grant Funds



This Year's Success - Legislation

- AB 288 (Holden) – Dual Enrollment
- AB 653 (Levine) – Procurement
- SB 963 (Bonilla) – CalSTRS Retirement Credit
- SB 456 (Block) – Threat to discharge firearm
- SB 707 (Wolk) – Carrying concealed firearm



Next Year's Themes

- Accreditation – Legislation & BOG
- Student Success – Focus on Pathways and Basic Skills
- CTE & Workforce
- Campus Safety
- Accountability
- Part-Time Faculty



Facilities Bond Measure

- \$9 Billion General Obligation Bond
- Qualified as K-14 Statewide Ballot Measure – November 2016
- \$2 Billion for CA Community Colleges facilities
- Administration Opposed



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

Federal Overview





Who We Are

Active voice and advocate for District

- Congress, Agencies, Administration

Grants

- Research programs
- Understand requirements
- Build relationships
- Position colleges
- Congressional support

Legislation

- Examine, track, recommend positions, draft letters

SOCCCD as a resource to federal decision makers



Strategic Success

Grants

- Saddleback College: \$2.75 million TAACCCT DOL
- Irvine Valley College: \$1.5 million AANAPISI DOE

Legislation

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



Looking Ahead

Presidential election

Changes in Congress

Focus in DC

- Affordability, College completion, Higher Education Reauthorization, Accountability/Innovation

Targeting funding opportunities

- ATEP programs, Health Sciences, STEM, Student Veterans

Marathon, not a sprint!



Outcomes

Legislation

- Student success and completion, student veterans, campus safety, financial aid, streamlining business processes

Relationships

- Legislators
- Committees (Education, Appropriations, Veterans Affairs)
- Agencies (Finance, Labor, Education, Energy, National Science Fdn.)

Grants Advocacy

- State - Career Pathways (\$15m to region)
- Dept. of Labor/TAACCCT – \$2.75m (SC)
- Dept. of Ed/AANAPISI – \$1.5m (IVC)
- Vet Success on Campus – VA-funded employee (SC/IVC)



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

“The difference between try and triumph is a little umph.”

- Marvin Phillips



Questions?

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from:

August 19, 2015 Special Meeting of the Board of Trustees (Exhibit A) and
August 24, 2015 Regular Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.

Item Submitted by: Gary L. Poertner, Chancellor

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Ronald Reagan Board of Trustees Room
HS 145, Health Sciences/District Offices Building
Saddleback College**

**MINUTES OF THE SPECIAL MEETING of the BOARD OF TRUSTEES
August 19, 2015**

PRESENT

Members of the Board of Trustees:

T.J. Prendergast, President
Timothy Jemal, Vice President
James R. Wright, Clerk
Barbara Jay, Member
Marcia Milchiker, Member

ABSENT

David B. Lang, Member

CALL TO ORDER: 2:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Invocation

Led by Trustee Barbara Jay

1.3 Pledge of Allegiance

Led by Trustee Tim Jemal

2 DISCUSSION ITEMS

2.1 The Board will interview applicants to fill the vacancy in Trustee Area 4.

President Prendergast welcomed each candidate before their interview and reminded them that the interviews would take 15 minutes and would be timed. He added that at the conclusion of the interviews, the board would likely decide on an appointee after discussion.

Board members took turns reading the prepared interview questions to each of the candidates and all of the candidates responded within their allotted time.

At the conclusion of the interviews, the board took a 10 minute break.

- 2.2 Public Comments – Members of the public may address the Board with respect to the appointment of a provisional trustee. **Speakers are limited to up to two minutes each.**

No public comments.

- 2.3 The Board may discuss and act, to appoint a provisional member of the Board of Trustees by a majority public vote of the Board members. If the Board acts to appoint a provisional trustee, the Board may administer the oath of office to the appointee at this meeting. If the Board acts to appoint a person to fill the vacancy, the provisional appointee will hold office until the next regularly scheduled election of the Board. If a provisional trustee is appointed, the Chancellor or designee shall have posted the notice required by Education Code section 5092 within 10 days of the appointment.

Prior to board discussion, board members individually thanked the candidates for their time and stated that they had a very qualified and impressive applicant pool.

Trustee Jay ranked Jim Leach as her number one choice followed by a second place tie between Dixie Bullock and Terri Whitt

Trustee Wright ranked his top four candidates as follows: Terri Whitt, Dixie Bullock, Miki Mikolajczak, Vern Hodge.

Trustee Milchiker ranked her top five in the following order: Terri Whitt, Dixie Bullock, Miki Mikolajczak, Jim Leach and Lise Telson.

Trustee Prendergast ranked his top four candidates in the following order: Dixie Bullock, Lise Telson, John Alpay and Jim Leach.

Trustee Jemal nominated Jim Leach and Trustee Jay seconded the motion. The motion failed on a 2-3 vote with Trustee Jay and Jemal voting in the affirmative and Trustees Wright, Milchiker and Prendergast casting negative votes.

Trustee Prendergast made a motion to nominate John Alpay and did not receive a second.

Trustee Prendergast made a motion to nominate Dixie Bullock and did not receive a second.

Trustee Wright made a motion to nominate Terri Whitt and Trustee Jemal seconded the motion. The motion failed on a 3-2 vote with Trustee Prendergast, Jemal and Wright voting in the affirmative and Trustee Milchiker and Jay casting negative votes.

Trustee Milchiker made a motion to nominate Michaelyn Mikolajczak and Trustee Wright seconded the motion. The motion failed on a 3-2 vote with

Trustees Prendergast, Wright and Milchiker voting in the affirmative and Trustees Jemal and Jay casting negative votes.

Trustee Prendergast made a motion to nominate Lise Telson and Trustee Milchiker seconded the motion. The motion failed on a 3-2 vote with Trustees Prendergast, Wright and Milchiker voting in the affirmative and Trustees Jay and Jemal casting negative votes.

Trustee Jemal made a motion to reconsider nominating Terri Whitt and Trustee Wright seconded the motion. The motion passed by unanimous vote.

The Board of Trustees provisionally appointed Dr. Terri Whitt to fill the vacancy in Trustee Area 4 until the next regularly scheduled election for school board members on November 8, 2016.

Dr. Terri Whitt will be sworn in at the next board meeting on August 24, 2015.

ADJOURNMENT

The meeting was adjourned at 5:47 p.m.



Gary L. Poertner
Chancellor

**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 24, 2015**

PRESENT

Members of the Board of Trustees:

T.J. Prendergast, III, President
James R. Wright, Clerk
Barbara J. Jay, Member
David B. Lang, Member
Marcia Milchiker, Member
Terri Whitt, Member
Lemar Momand, Student Member

Administrative Officers:

Gary Poertner, Chancellor
David Bugay, Vice Chancellor, Human Resources
Tod Burnett, President Saddleback College
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Debra Fitzsimons, Vice Chancellor, Business Services
Glenn Roquemore, President Irvine Valley College

ABSENT

Timothy Jemal, Vice President

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Swearing In: Board Member Terri Whitt

1.3 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 Student Discipline (EC 72122) (1 matter)
- 1.4 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).)
 - A. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).) (1 matter)
- 1.5 Conference with Labor Negotiators (GC Section 54957.6)
 - A. SOCCCD Faculty Association
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - B. California School Employees Association (CSEA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - C. Police Officers Association (POA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.6 Conference with Real Property Negotiators (GC Section 54956.8) (2 matters)
 - A. Price and terms of payment for the purchase of *Property by District: Portion of Saddleback College* gross acre land parcel at the southeast corner of Marguerite Parkway and College Drive (the "Parcel").
Regarding Price and terms of payment for the purchase of Property by District.
Agency Designated Negotiator: Debra Fitzsimons, Ph. D.
- 1.7 Conference with Legal Counsel (GC Section 54956.9) (3 cases)
 - A. Pending Litigation (GC Section 54956.9(d)(1)) (1 case)
Successor Agency to the Tustin Community Redevelopment Agency etc., et. al. v. Michael Cohen, an individual sued as the Director of Finance of the State of California, etc. et. al.; and real party in interest, the South Orange County Community College District etc. et. al. (GC Section 54956.9(d)(1))
 - B. Anticipated Litigation (GC Section 54956.9(d)(2) and (e)(1).) (2 cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

- 2.1 **Actions Taken in Closed Session**
- 2.2 **Invocation**
Trustee Jim Wright led the invocation in Trustee Jemal's absence.
- 2.3 **Pledge of Allegiance**
Led by Trustee David Lang
- 2.4 **Recognitions: Speakers are limited to two minutes each.**

- A. Resolutions:
 - 1. None
- B. Commendations:
 - 1. None

2.5 **Public Comments**

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

Three public comments regarding faculty negotiations and one public comment reminding public about a special event at IVC.

3.0 **REPORTS**

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

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

4.0 **DISCUSSION ITEMS**

4.1 None

5.0 **CONSENT CALENDAR ITEMS**

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

Trustee Wright requested to pull items 5.7, 5.10 and 5.12.

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of a Regular Meeting held on July 20, 2015.
- 5.2 **Saddleback College: New and Revised Programs for the 2015-16 Academic Year**

Approve the new and revised programs.

5.3 Saddleback College: Oxford Semester Abroad in Oxford, England – Spring Semester 2016, Agreement with American Institute of Foreign Study

Approve the Spring 2016 Saddleback College study abroad program: Oxford Semester Abroad in Oxford, England, and authorizes execution of the Educational Tour/Field Study Travel Contractor Agreement with the American Institute for Foreign Study for coordinating all travel agreements.

5.4 SOCCCD: Saddleback College, Irvine Valley College and Advanced Technology and Education Park, Extension of Charter Bussing Services Agreement, Amendment No. 1, Pacific Coachways Charter Services, Inc.

Approve Amendment No. 1 with Pacific Coachways Charter Services, Inc. for the first of two one-year extensions, beginning August 25, 2015 and ending June 30, 2016, and approve a 4% increase in annual fees.

5.5 SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Commissioning Services Agreement, Amendment No. 1, Facility Dynamics Engineering

Approve Amendment No. 1 with Facility Dynamics Engineering to extend the term of service by 6 months with a new duration of 28 months, for commissioning services for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project, for no additional fees and a contract total remaining at \$70,624.

5.6 Irvine Valley College: Model United Nations, Student Out-of-State Conference Travel, Washington, DC from October 29, 2015 – November 1, 2015

Approve the IVC Model United Nations program for student out-of-state conference travel to the National Model United Nations – Washington, DC Conference from October 29 to November 1, 2015.

5.7 SOCCCD: Irvine Valley College A400 Design-Build (Liberal Arts Building) Project, DSA Inspection Services Agreement, Amendment No. 1, TYR, Inc.

Approve Amendment No. with TYR, Inc., for additional DSA Inspection services, for the Irvine Valley College A400 Design-build (Liberal Arts Building) project, in the amount of \$60,000, for a revised total contract amount of \$243,000 and a new completion date of December 31, 2015.

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

5.8 Irvine Valley College: Community Education Programs, Fall 2015 Addition

Approve the Community Education courses, presenters and compensation for Fall 2015.

- 5.9 **Irvine Valley College: 2016 International Debate Tour, People's Republic of China (PRC) from May 25 – June 11, 2016**
Approve the 2016 International Debate Tour to the People's Republic of China from May 25 to June 11, 2016 at a total estimated maximum budget not to exceed \$81,324.00 with \$16,600.00 from the general fund.

- 5.10 **SOCCCD: ATEP IVC First Building Project, Commissioning Services Agreement, 3QC, Inc.**
Approve the commissioning services agreement with 3QC, Inc. for the ATEP IVC First Building project for a not to exceed amount of \$116,600.

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

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

- 5.12 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve/Ratify Trustees' requests for attending conference(s)

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

- 5.13 **SOCCCD: Prequalification Questionnaire for the Design-Bid-Build Delivery Method and the Design-Bid Delivery Method for Capital Improvement Projects**

Approve the Prequalification Questionnaire for the design-bid-build delivery method and the design-build delivery method as the basis for developing Prequalification Questionnaires and delegates the authority to the Vice Chancellor of Business Services or designee to make project specific changes.

- 5.14 **SOCCCD: District-wide Workday Implementation Training Space, Chawanakee Unified School District (CUSD) Cooperative Purchase Agreement, Class Leasing, Inc.**

Approve the use of Class Leasing, Inc., Bid No. 2011-01, for the lease/purchase of relocatable buildings. This approval applies to use within the term of the contract and is contingent upon verification of the availability of funds for each purchase. Total cost for this use will not exceed \$275,000.

- 5.15 **SOCCCD: District-wide Air Blown Fiber, Board Change Order No. 4, T and D Communications, Inc.**

Approve Board Change Order No. 4 for the District-wide Air Blown Fiber project and authorize staff to execute the corresponding change order with the contractor resulting in a \$7,933 increase in the total project cost and add an additional 120 days to the project schedule, for a revised

contract completion date of October 28, 2015 and a revised contract amount of \$709,159.

- 5.16 **SOCCCD: Budget Amendment: Adopt Resolution No. 15-36 to Amend FY 2014-2015 Adopted Budget**
Adopt Resolution No. 15-36 to amend the FY 2014-2015 Adopted Budget.
- 5.17 **SOCCCD: Contract for Quality Assurance Services, eNamix**
Approve the agreement with eNamix, for an amount not to exceed \$171,360, for the term of September 1, 2015 to August 31, 2016.
- 5.18 **SOCCCD: Contract for Software Development, Neudesic LLC**
Approve the work order with Neudesic LLC for an amount not to exceed \$267,000 for the term of September 1, 2015 through December 30, 2015.
- 5.19 **SOCCCD: Contract for Project Management and Database Design Services, Nimble Consulting**
Approve the agreement with Nimble Consulting for an amount not to exceed \$270,144.
- 5.20 **SOCCCD: Contract for Software Development Services, Redisq Technologies**
Approve the agreement with Redisq Technologies for a total amount not to exceed \$124,992.
- 5.21 **SOCCCD: Contract for Software Development Services, Synergy Software Solutions**
Approve the agreement with Synergy Software Solutions for a total amount not to exceed \$211,680.
- 5.22 **SOCCCD: Contract for BPA Facilitation Services, Strata Information Group**
Approve the agreement with Strata Information Group for an amount not to exceed \$146,800.
- 5.23 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.
- 5.24 **SOCCCD: Transfer of Budget Appropriations**
Ratify the Transfer of Budget Appropriations.
- 5.25 **SOCCCD: Gifts to the District and Foundations**
Accept donations.
- 5.26 **SOCCCD: July 2015 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Adopted Budget for Fiscal Year 2015-2016

Approve the FY 2015-2016 Adopted Budget.

A correction to the narrative on page 5 of the PowerPoint presentation was noted.

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

6.2 Saddleback College and Irvine Valley College: FY 2015-2016 Adopted Student Government Budgets

Approve the FY 2015-2016 adopted student government budgets.

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

6.3 SOCCCD: Saddleback College Technology and Applied Science Swing Space, Enter into Agreement with San Diego Gas and Electric (SDG&E) for Easement on Lower Campus Drive, Public Hearing

Open a public hearing.

A Public Hearing was held to allow the District to enter into a contract with SDG&E for easement on lower campus drive pursuant to the requirements of California Government Code 4217.

6.4 SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Swing Space, Adopt Resolution 15-35 and Enter into Agreement for Easement on Lower Campus Drive, San Diego Gas and Electric (SDG&E)

Adopt Resolution No. 15-35 to authorize entering into an agreement with San Diego Gas and Electric to dedicate an easement on Saddleback College property for utility purposes.

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

6.5 SOCCCD: Board Policy Revision: BP-4011.1 Full-time Faculty Hiring, AR-4011.1 Recruitment: Full-time Faculty, BP-4309 Duties and Responsibilities of the Faculty

Accept for review and study.

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

6.6 SOCCCD: Academic Personnel Actions – Regular Items

Approve New Personnel Appointments, Additional Compensation: General

Fund, Additional Compensation: Categorical/Non-General Fund,
Resignation/Retirement/Conclusion of Employment.

Correction to Exhibit A, D.1, page 12 – from 18 to 15 banked LHE.

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

6.7 SOCCCD: Classified Personnel Actions – Regular Items

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Reclassification, Authorization to Change Classified Positions, Change of Status, Out of Class Assignments, Out of Class Assignment End/Return to Permanent Assignment, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

Correction to Exhibit A, A.1.b, page 1 – change in location from IVC to SC.

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

6.8 SOCCCD: Initial Proposal from SOCCCD Police Officer Association

Acceptance of SOCCCD Police Officer Association for review and study, and set a public hearing on the proposal for the September 2015 Board meeting.

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

7.0 REPORTS

7.1 SOCCCD: Pilot Program BP-4011.3 Hiring Policy for Classified Staff

Information will be presented on exceptions to BP-4011.3 to establish a pilot program to streamline and expedite the classified staff hiring policy.

7.2 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

7.3 SOCCCD: Monthly Financial Status Report

The reports display the adopted budget, revised budget and transactions through June 30, 2015.

7.4 SOCCCD: Quarterly Financial Status Report

Report as of June 30, 2015 for FY 2014-2015.

7.5 SOCCCD: Quarterly Investment Report

Report for quarter ending on June 30, 2015.

7.6 SOCCCD: Facilities Plan Status Report

Status of current construction projects.

7.7 SOCCCD: Retiree (OPEB) Trust Fund
Report for the periods ending June and July 2015.

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.**

Meeting adjourned at 8:06 p.m.



Gary L. Poertner, Secretary

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Geology 170, Out-of-State Travel to Chiricahua National Park, Arizona, April 21-24, 2016

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) is committed to providing high-quality education and a full range of scientific and cultural activities for students. For many years, IVC has offered board approved credit courses in many areas of the world with expert talented faculty providing a quality academic experience.

As part of offering high quality education to students, IVC is offering Geology 170, Geology of the National Parks. Students will study the geology of Chiricahua National Park in southern Arizona. The trip will focus on the geology of the Basin and Range in central Arizona, the tectonics and intrusive suite geology of the Catalina Mountains, and the volcanic origin and emplacement of the volcanic rocks in the Chiricahua Mountains.

STATUS

The IVC School of Physical Sciences and Technologies proposes to offer Geology 170 from April 21-24, 2016, to the Chiricahua National Park in southern Arizona. Course fees are \$52.50.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Geology 170 out-of-state travel field program from April 21-24, 2016 to the Chiricahua National Park, Arizona.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Curriculum Revisions for the 2015-16 Academic Year

ACTION: Approval

BACKGROUND

Irvine Valley College's 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

Irvine Valley College 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 Irvine Valley College for the 2015-16 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2015-16 academic year at Irvine Valley College.

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF BUSINESS SCIENCE

ADMINISTRATIVE ASSISTANT
Associate in Science and Certificate of Achievement
Fall 14

~~This program is designed for those wishing to develop office occupation skills that may be applied in a variety of business settings.~~

	Units
<i>Complete the following courses:</i>	
CIM 201A Introduction to Computers, Keyboarding and Word I	1
CIM 201B Introduction to Computers, Keyboarding and Word II	1
CIM 201C Introduction to Computers, Keyboarding and Word III	1
CIM 107 Introduction to Personal Computer Applications	3
CIM 112.1 Spreadsheets I	1.5
CIM 112.2 Spreadsheets II	1.5
CIM 203.1 Introduction to Windows	2
CIM 210.2 Word Processing II	2
MGT 104 Business Communication	3
MGT 203 Business English	3
Total Units	49

See Next Page

Recommended Electives: CIM 114, 209

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF BUSINESS SCIENCE

ADMINISTRATIVE ASSISTANT
Associate in Science and Certificate of Achievement
Fall 15

The goal of the Administrative Assistant Certificate of Achievement program is to prepare students for employment as Administrative Assistants or Business Office/Information Specialists in various business sectors in the community. The objectives of the Administrative Assistant program include: composing correspondence, preparing a variety of business documents, scheduling and coordinating meetings/events, creating, updating, and managing word processing files, spreadsheet files, and database files, managing projects, organizing and maintaining paper and electronic files, providing support to colleagues and customers, assisting with all aspects of administrative management, coordinating within departments and operating units, and performing multifaceted office support and all day-to-day operations. Expected outcomes of the Administrative Assistant program include the ability to demonstrate skills needed for entry-level positions in a business office including the ability to: apply computing techniques to solve common business problems; manipulate and interpret data; disseminate the data methodology, analysis, and results; engage in critical thinking; manipulate the features and functions of common business applications to produce a variety of business documents; and to compose, criticize, evaluate, and revise the content and structure of written business communications. Coursework is designed to develop students' communication, keyboarding, word processing, spreadsheet, and database skills. Potential careers include Secretary, Executive Secretary, Office Assistant, Executive Assistant, Receptionist, Office Clerk, Administrative Assistant, and/or Word Processors/Typists.

Units

Complete the following courses:

CIM 107	Introduction to Personal Computer Applications	3
CIM 112.1	Spreadsheets I	1.5
CIM 112.2	Spreadsheets II	1.5
CIM 115	Databases	3
CIM 201A	Introduction to Computers, Keyboarding and Word I	1
CIM 201B	Introduction to Computers, Keyboarding and Word II	1
CIM 210.2	Word Processing II	1.5
MGT 104	Business Communication	3
MGT 203	Business English	3
	Total Units	18.5

Recommended Electives: CIM 103, 201C, 209, 210.1, 212.3

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF BUSINESS SCIENCE

COMPUTER APPLICATIONS

Associate in Science and Certificate of Achievement

This program is designed for those wishing to develop expertise in a variety of applications that may be required in almost all business settings.

	Units
<i>Complete the following courses:</i>	
CIM 107 Introduction to Personal Computer Applications	3
CIM 112.1 Spreadsheets I	1.5
CIM 114 Database	1.5
CIM 203.1 Introduction to Windows	2
CIM 210.1 Word Processing I	1
CIM 221.1 Photoshop I	2
CIM 230.1 InDesign I	2
<i>Complete a minimum of 4 units from the following courses:</i>	
CIM 112.2 Spreadsheets II	1.5
CIM 210.2 Word Processing II	2
CIM 214.2 Database II	2
CIM 230.2 InDesign II	2
Total Units	18

COMPUTER APPLICATIONS

Associate in Science and Certificate of Achievement

This program is designed for those wishing to develop expertise in a variety of computer applications that may be required in almost any business setting. **Students will gain real-world experience in Microsoft Windows, Microsoft Word, Microsoft Excel, and Web technologies. Students will learn to troubleshoot hardware and software issues, analyze data, complete basic computing tasks and develop solutions to solve problems. Potential career opportunities include Computer Support Specialists, Technical Support Specialists, Help Desk Technicians, Computer Support Assistants, and Computer Operators.**

	Units
<i>Complete the following courses:</i>	
CIM 103 Introduction to Windows	1.5
CIM 107 Introduction to Personal Computer Applications	3
CIM 112.1 Spreadsheets I	1.5
CIM 112.2 Spreadsheets II	1.5
CIM 115 Databases	3
CIM 210.2 Word Processing II	2
CIM 117 Social Media Marketing	3
CIM 144 Web Development – Word Press	3
<i>Complete one course from the following list:</i>	
CIM 141 Creating a Web Page using HTML	3
CIM 209 Introduction to Outlook	0.5
CIM 210.1 Word Processing I	1
CIM 212.3 Spreadsheets III – Certification	3
Total Units	18.5-21

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF SOCIAL SCIENCES

ELEMENTARY TEACHER EDUCATION

Associate in Arts for Transfer

Corrections to Fall 15

The intent of this degree is to prepare students for careers in teaching, particularly elementary teacher education. The program is designed for students who are planning to transfer to a California State University as Liberal Studies or Child and adolescent majors. Courses consist of the elementary subject matter competence requirements as established by the California Teacher Credentialing commission and would prepare students to take the California Subject Examinations for Teachers (CSET) of Multiple Subjects.

Units

Required Core:

BIO 1	The Life Sciences	3
	Or	
BIO 1H	The Life Sciences Honors	3
	And	
BIO 1L	The Life Sciences Laboratory	1
COMM 1	Communication Fundamentals	3
	Or	
COMM 1H	Communication Fundamentals Honors	3
ERTH 20	Introduction to Earth Science	4
GEOG 3	World Regional Geography	3
	Or	
GEOG 3H	World Regional Geography Honors	3
HD 7	Developmental Psychology: Childhood and Adolescence	3
	Or	
PSYC 7	Developmental Psychology: Childhood and Adolescence	3
HD 10	Introduction to Elementary Teaching	3
HIST 1	The History of World Civilizations To 1500	3
OR		
HIST 1H	The History of World Civilizations To 1500 honors	3
HIST 20	American History Through the Civil War	3
LIT 1	Introduction to Literature	3
MATH 120	Mathematics for Elementary Teachers	3
PHYS 20	The Ideas and Events of Physics	4
WR 1	College Writing I	4
	Or	
WR 1H	College Writing I Honors	4
PS 1	American Government	3
	Or	
PS 1H	American Government Honors	3

List A: Select one course (3-4 units)

PHIL 3	Introduction to Logic	3
WR 2	College Writing 2: Critical Thinking	4
	Or	
WR 2	College Writing 2: Critical Thinking	4

List B: Select one course (3 units):

ARTH 20	Art Appreciation	3
MUS 20	Music Appreciation	3
	Or	
MUS 20H	Music Appreciation Honors	3
TA 22	Introduction to Theater	3

List C: Complete two courses (6 units):

HD 101	Observation and Assessment of Young Children	3
LIT 7	Survey of Children's Literature	3
LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to The Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3
	Total Units	55-56

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF SOCIAL SCIENCES

ELEMENTARY TEACHER EDUCATION

Associate in Arts for Transfer

Corrections to Fall 15

The intent of this degree is to prepare students for careers in teaching, particularly elementary teacher education. The program is designed for students who are planning to transfer to a California State University as Liberal Studies or Child and adolescent majors. Courses consist of the elementary subject matter competence requirements as established by the California Teacher Credentialing commission and would prepare students to take the California Subject Examinations for Teachers (CSET) of Multiple Subjects.

Units

Required Core:

BIO 1	The Life Sciences	3
	Or	
BIO 1H	The Life Sciences Honors	3
	And	
BIO 1L	The Life Sciences Laboratory	1
COMM 1	Communication Fundamentals	3
	Or	
COMM 1H	Communication Fundamentals Honors	3
ERTH 20	Introduction to Earth Science	4
GEOG 3	World Regional Geography	3
	Or	
GEOG 3H	World Regional Geography Honors	3
HD 7	Developmental Psychology: Childhood and Adolescence	3
	Or	
PSYC 7	Developmental Psychology: Childhood and Adolescence	3
HD 10	Introduction to Elementary Teaching	3
HIST 1	The History of World Civilizations To 1500	3
	OR	
HIST 1H	The History of World Civilizations To 1500 honors	3
HIST 20	American History Through the Civil War	3
LIT 1	Introduction to Literature	3
MATH 120	Mathematics for Elementary Teachers	3
PHYS 20	The Ideas and Events of Physics	4
WR 1	College Writing I	4
	Or	
WR 1H	College Writing I Honors	4
PS 1	American Government	3
	Or	
PS 1H	American Government Honors	3

List A: Select one course (3-4 units)

WR 2	College Writing 2: Critical Thinking	4
	Or	
WR 2H	College Writing 2: Critical Thinking Honors	4

List B: Select one course (3 units):

ARTH 20	Art Appreciation	3
MUS 20	Music Appreciation	3
	Or	
MUS 20H	Music Appreciation Honors	3
TA 22	Introduction to Theater	3

List C: Complete two courses (6 units):

LIT 7	Survey of Children's Literature	3
LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to The Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3
	Total Units	55-56

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF BUSINESS SCIENCE

LOCAL AREA NETWORKS: CISCO
Associate in Science and Certificate of Achievement

The Cisco CCNA (Cisco Certified Network Associate) is one of the most demanded certifications in networking. Cisco has designed a four-~~semester~~ program which leads to this certification. Students may cover the entire track at IVC over four semesters or they may take the college's accelerated program, completing two semesters' worth of material in one semester, in order to acquire the CCNA in one academic year.

	Units
<i>Complete the following courses:</i>	
CIM 206.1 A+ Hardware Concepts	3.5
CIM 260.1 Networking I	2
CIM 260.2 Networking II	3.5
CIM 263.1 Internetworking Technologies I	3.5
CIM 263.2 Internetworking Technologies II	3.5
CIM 263.3 Internetworking Technologies III	3.5
CIM 263.4 Internetworking Technologies IV	3.5
Total Units	23

LOCAL AREA NETWORKS: CISCO
Associate in Science and Certificate of Achievement

The Cisco CCNA (Cisco Certified Network Associate) is one of the most demanded certifications in networking. Cisco has designed a four **course** program which leads to this certification. Students may cover the entire track at IVC over four semesters or they may take the college's accelerated program, completing two semesters' worth of material in one semester, in order to acquire the CCNA in one academic year. **The program is designed to meet the needs of students who want 1) to obtain entry-level employment; 2) to advance in their current positions; or 3) to change careers. This program enables students to demonstrate specialization in areas such as computer technical support and networking. After completing the program, the actual CCNA Certification Exam is given by a third party. Potential careers include entry-level positions in such capacities as computer network analysts, computer network administrators, or computer network technicians.**

	Units
<i>Complete the following courses:</i>	
CIM 106 A+ Hardware Concepts	3
CIM 108 A+ Operating Systems Preparation	3
CIM 160 Network+	3
CIM 161 Linux+	3
CIM 263.1 Internetworking Technologies I	3
CIM 263.2 Internetworking Technologies II	3
CIM 263.3 Internetworking Technologies III	3
CIM 263.4 Internetworking Technologies IV	3
Total Units	24

Recommended electives: CIM 170, 172

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF BUSINESS SCIENCE

WEB AUTHORING

Associate in Science and Certificate of Achievement

The primary purpose of the web authoring ~~certificate and degree~~ program is to prepare students for employment – and to maintain state-of-the-art skills of workers already employed – in California’s rapidly expanding web authoring industry. This comprehensive program offers an integrated approach to meet current and expanding market demand.

	Units
<i>Complete the following courses:</i>	
CIM 225.1 Creative Suite	3.5
CIM 241 Creating a Web Page Using HTML	1.5
CIM 243.1 Dreamweaver I	1.5
CIM 243.2 Dreamweaver II	1.5
CIM 249.1 Cascading Style Sheets	3.5
DMA 55 Graphic Design I	3
DMA 140 Digital 2D Design and Color Theory	3
DMA 180 Visual Design for the Web	3
Total Units	24

WEB AUTHORING

Associate in Science and Certificate of Achievement

The primary purpose of the web authoring program is to prepare students for employment – and to maintain state-of-the-art skills of workers already employed – in California’s rapidly expanding web authoring industry. This comprehensive program offers an integrated approach to meet current and expanding market demand. **Potential career options include Web Designer, Web Master, and Web Developer.**

	Units
<i>Complete the following courses:</i>	
CIM 141 Creating a Web Page Using HTML	3
CIM 143 Web Development - Dreamweaver	3
CIM 144 Web Development – WordPress	3
<i>Complete three courses from the following list:</i>	
CIM 249 Cascading Style Sheets (CSS) Website	3
CIM 145 Mobile Web Applications Using HTML and JavaScript	3
CIM 148 Web Development-Edge Animate	3
CIM 251 Dynamic Web Database Management	3
Total Units	18

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Curriculum Revisions and Additions for the 2015-16 Academic Year

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College (SC) proposes revisions and additions to the curriculum of the College. Exhibit A includes new and revised courses for academic year 2015-16. Exhibit B includes deleted and revised programs. The additions and revisions to the curriculum are recommended by the Curriculum Committee and include collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes and additions for the 2015-16 academic year at Saddleback College as listed in Exhibits A and B.

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				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
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
BUS	BUS 601H	405112.00	HONORS: INTRODUCTION TO BUSINESS	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
FAMT	MUS 64	560100.00	PIANO ENSEMBLE	rpt fr none to R-E-2
LA	ENG 627H	405113.00	HONORS INTRODUCTION TO THE NOVEL	nc, <u>rec prep ELIGIBILITY FOR ENG 1A</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
OELR	LIB 602H	405114.00	ADVANCED INFORMATION COMPETENCY SKILLS: ONLINE SEARCHING	nc, <u>rec prep LIB 100</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
SBS	ANTH 601H	405099.00	HONORS BIOLOGICAL ANTHROPOLOGY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable

SBS	ANTH 602H	405100.00	HONORS CULTURAL ANTHROPOLOGY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SBS	ECON 602H	405101.00	HONORS PRINCIPLES MACRO	nc, <u>prereq MATH 253</u> , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SBS	ECON 604H	405102.00	HONORS PRINCIPLES OF MICROECONOMICS	nc, <u>prereq MATH 253</u> , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SBS	GEOG 601H	405106.00	HONORS PHYSICAL GEOGRAPHY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SBS	GEOG 602H	405107.00	HONORS CULTURAL GEOGRAPHY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SBS	PS 601H	405109.00	HONORS AMERICAN GOVERNMENT	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SBS	PSYC 601H	405103.00	HONORS INTRODUCTION TO PSYCHOLOGY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SBS	PSYC 602H	405104.00	HONORS RESEARCH METHODS IN PSYCHOLOGY	nc, <u>prereq PSYC 1 and either PSYC 44 or MATH 10</u> , 3 units/2 hrs lec/3 hr lab/0 hr lng cntr, non-repeatable
SBS	WS 610H	405105.00	HONORS INTRO TO WOMEN'S STUDIES	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2015-2016**

**Exhibit B
Page 1 of 13**

CURRENT

Early Childhood Teacher Certificate and Degree 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 for young children ages 3-5. Additional work experience with young children (175 days of 3 hours per day within 4 years) is required to qualify for state permit.
Saddleback Certificate can be earned with coursework only.

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

Core Courses

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

Supervised Field Experience Course 5

CD 121* Practicum: The student teaching experience. Lab placement must be in a setting that serves children ages 3-5.

General Education (16 units):

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 Units for the Certificate 45

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

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College. Students intending to transfer must complete IGETC or CSU pattern general education courses.

General Education Requirements for Associate Degrees

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

REVISED

Early Childhood Teacher Certificate and Degree 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 for young children ages 3-5. Additional work experience with young children (175 days of 3 hours per day within 4 years) is required to qualify for state permit.
Saddleback Certificate can be earned with coursework only.

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

Core Courses

Course ID	Title	Units
CD 101*	Principles and Practices of Teaching Young Children	3
CD 115*	Child, Family and Community	3
CD 117*	Child, Growth and Development	3
CD 110*	Introduction to Curriculum	3
CD 111*	Child Guidance and Communication	3
CD 112*	Health, Safety, and Nutrition	3
CD 117*	Teaching Children in a Diverse Society	3
CD 120*	Observation and Assessment	3

Supervised Field Experience Course 5

CD 121* Practicum: The student teaching experience. Lab placement must be in a setting that serves children ages 3-5.

General Education (16 units):

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 or Language Arts	
Science or Math	
Social Sciences	
Humanities or Fine Arts	16

Total Units for the Certificate 45

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

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College. Students intending to transfer must complete IGETC or CSU pattern general education courses.

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2015-2016

Exhibit B
Page 2 of 13

CURRENT
School Age Care and Recreation Certificate
Program

This certificate provide a system of professional development for individuals working as before and after school recreation leaders and care givers in a variety of settings that serve school age children. It meets the coursework requirement for the School Age Child Development Permit at the Teacher level.

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

Core Courses

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

School Age Course

CD 121*	Practicum: The Student Teaching Experience	5
Lab placement must be in a before/after school care setting with children ages 6-12.		
CD 125*	School Age Children and Youth	3

General Education (16 units):

A course in each of the following 4 areas must be included:

English/Language Arts	
Science or Math	
Social Sciences	
Humanities/Fine Arts	16
Total	48

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

REVISED
School Age Care and Recreation Certificate
Program

This certificate provide a system of professional development for individuals working as before and after school recreation leaders and care givers in a variety of settings that serve school age children. It meets the coursework requirement for the School Age Child Development Permit at the Teacher level.

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

Core Courses

Course ID	Title	Units
CD 101*	Principles and Practices of Teaching Young Children	3
CD 7*	Child Growth and Development	3
CD 15*	Child, Family, and Community	3
CD 110*	Introduction to Curriculum	3
CD 111*	Child Guidance and Communication	3
CD 112*	Health, Safety, and Nutrition	3
CD 117*	Teaching Children in a Diverse Society	3
CD 120*	Observations and Assessment	3

School Age Course

CD 121*	Practicum: The Student Teaching Experience	5
Lab placement must be in a before/after school care setting with children ages 6-12.		
CD 125*	School Age Children and Youth	3

General Education (16 units):

A course in each of the following 4 areas must be included:

English or Language Arts	
Science or Math	
Social Sciences	
Humanities or Fine Arts	16
Total	48

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

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2015-2016**

Exhibit B
Page 3 of 13

CURRENT

Site Supervisor Certificate Program

This certificate is designed for students who will be single site supervisors under Title 5 regulations or directors for centers regulated by Title 22. It allows holders to supervise Master Teachers, Teachers, Associate Teacher and assistants as well as manage single site programs, provide instruction and serve as coordinators of curriculum and staff development. To be eligible for this level of the California Children's Center Permit, work experience of 350 days of 3 hours per day within 4 years (100 hours of which must include supervision of adults) must be completed.

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

Core Courses

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

Supervised Field Experience Course

CD 121*	Practicum: The Student Teaching Experience	5
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Adult Supervision and Administration Courses (8 units)

CD 127*	Adult Supervision and Mentor Practices	2
CD 128*	Administration of Young Children's Settings Program	3
CD 129*	Administration of Young Children's Settings Management	3

General Education (16 units):

A course in each of the following 4 areas must be included:

English/Language Arts
Science or Math
Social Sciences
Humanities/Fine Arts

16

Total

53

*Course has a prerequisite, co-requisite, limitation, or recommended preparation; see course description in catalog.

REVISED

Site Supervisor Certificate Program

This certificate is designed for students who will be single site supervisors under Title 5 regulations or directors for centers regulated by Title 22. It allows holders to supervise Master Teachers, Teachers, Associate Teacher and Assistants as well as manage single site programs, provide instruction; and serve as coordinators of curriculum and staff development. To be eligible for this level of the California Children's Center Permit, work experience of 350 days of 3 hours per day within 4 years (100 hours of which must include supervision of adults) must be completed.

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

Core Courses

Course ID	Title	Units
CD 101*	Principles & Practice of Teaching Young Children	3
CD 15*	Child, Family & Community	3
CD 7*	Child Growth & Development	3
CD 110*	Introduction to Curriculum	3
CD 111*	Child Guidance & Communication	3
CD 112*	Health, Safety & Nutrition	3
CD 117*	Teaching Children in a Diverse Society	3
CD 120*	Observation & Assessment	3

Supervised Field Experience Course

CD 121*	Practicum: The Student Teaching Experience	5
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Adult Supervision and Administration Courses (9 units)

CD 127*	Adult Supervision and Mentor Practices	3
CD 128*	Administration of Young Children's Settings Program	3
CD 129*	Administration of Young Children's Settings Management	3

General Education (16 units):

A course in each of the following 4 areas must be included:

English or Language Arts
Science or Math
Social Sciences
Humanities or Fine Arts

16

Total

54

*Course has a prerequisite, co-requisite, limitation, or recommended preparation; see course description in catalog.

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2015-2016**

**Exhibit B
Page 4 of 13**

**CURRENT
Master Teacher Certificate Program**

This certificate meets the coursework requirements for the Master Teacher level Children Development Permit and prepares students to be competent and effective teachers and caregivers for young children ages 0-5 and supervisors of adults in early childhood settings.

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

Core Courses

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

Supervised Field Experience Courses

CD 121*	Practicum: The Student Teaching Experience	5
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Adult Supervision Course

CD 127*	Adult Supervision and Mentor Practices	2
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Specialization Units: Choose one of the clusters below

Infant /Toddler

CD 123	Infant and Toddler Development	3
CD 133*	Infant and Toddler Curriculum and Group Care	3

Language and Literacy

CD 115*	Literacy in Early Childhood	3
ENG 142*	Children's Literature	3

Science and Math

CD 113*	Math and Science in Early Childhood	3
GEOL 1	Introduction to Physical Geology	4

Special Needs

CD 135*	The Young Child with Special Needs	3
CD 140*	Early Intervention and Inclusion	3

The Arts

CD 114*	Creative and Dramatic Arts in Early Childhood	3
ART 9*	Ceramic Fundamentals	3

General Education (16 units):

A course in each of the following 4 areas must be included:
English/Language Arts
Science/Math
Social Sciences
Humanities/Fine Arts

Total 16

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

53

**REVISED
Master Teacher Certificate Program**

This certificate meets the coursework requirements for the Master Teacher level Children Development Permit and prepares students to be competent and effective teachers and caregivers for young children ages 0-5 and supervisors of adults in early childhood settings.

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

Core Courses

Course ID	Title	Units
CD 101*	Principles and Practices for Teaching Young Children	3
CD 7*	Child Growth and Development	3
CD 15*	Child, Family, and Community	3
CD 110*	Introduction to Curriculum	3
CD 111*	Child Guidance and Communication	3
CD 112*	Health, Safety, and Nutrition	3
CD 117*	Teaching Children in a Diverse Society	3
CD 120*	Observations and Assessment	3

Supervised Field Experience Courses

CD 121*	Practicum: The Student Teaching Experience	5
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Adult Supervision Course

CD 127*	Adult Supervision and Mentor Practices	2
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Specialization Units: Complete 6 units from one of the clusters below.

Infant /Toddler

CD 123*	Infant and Toddler Development	3
CD 133*	Infant and Toddler Curriculum and Group Care	3

Special Needs

CD 135*	The Young Child with Special Needs	3
CD 140*	Early Intervention and Inclusion	3

Curriculum

CD 113*	Math and Science in Early Childhood	3
CD 114*	Creative and Dramatic Arts in Early Childhood	3
CD 115*	Math and Science in Early Childhood	3

General Education (16 units):

A course in each of the following 4 areas must be included:
English or Language Arts
Science or Math
Social Sciences
Humanities or Fine Arts

Total 16

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

54

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2015-2016

Exhibit B
Page 5 of 13

Current

Associate in Science Degree in Business Administration for Transfer

Students who complete the Associate in Science Degree in Business Administration for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Course ID	Title	Units
ACCT 1A	Financial Accounting	4
ACCT 1B*	Managerial Accounting	4
ECON 4*	Principles (Micro)	3
ECON 2*	Principles (Macro)	3
BUS-14	Legal Environment of Business	3
or		
BUS 12	Business Law	3
List A: Select one of the following courses (3-5 units)		
MATH 11*	A Brief Course in Calculus	5
MATH 10*	Introduction to Statistics	3
List B: Select two of the following courses or any course from List A not already used (7 units)		
CIM 1	Computer Information Systems	4
and		
BUS 1	Introduction to Business	3
or		
BUS 104	Business Communication	3

Total 27-29

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

Revised

Associate in Science Degree in Business Administration for Transfer

Students who complete the Associate in Science Degree in Business Administration for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Course ID	Title	Units
ACCT 1A	Financial Accounting	4
ACCT 1B*	Managerial Accounting	4
ECON 4*	Principles (Micro)	3
ECON 2*	Principles (Macro)	3
BUS 13	Legal Environment and Business Law	3

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

MATH 11*	A Brief Course in Calculus	5
MATH 10*	Introduction to Statistics	3

List B: (5-6 units) Any List A course not already used

CIM 1	Computer Information Systems	4
and		
BUS 1	Introduction to Business	3
or		
BUS 104	Business Communication	3

Total 27-29

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2015-2016

Exhibit B
Page 6 of 13

Current
Marketing Certificate and Degree Program

The Business Marketing program offers a focus on courses designed to improve student success in the field of **promotion, personal selling, and advertising.**

Course ID	Title	Units
ACCT-1A	Financial Accounting	4
BUS 1	Introduction to Business	3
BUS 12	Business Law	3
or		
BUS 14	Legal Environment of Business	3
BUS 104*	Business Communication	3
BUS 135	Marketing	3
BUS/CTVR 138	Advertising	3
	Restricted Electives	6-7
Total		25-26

Restricted Electives:

BUS 102	Oral Business Techniques	3
BUS 105	Social Media Marketing	3
BUS 136	Principles of Retailing	3
BUS 137	Professional Selling Fundamentals	3
CWE 180	Cooperative Work Experience Business	3-4

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

~~Suggested coursework not required for the major: BUS 12 or 14, 116.~~

Revised
Marketing Certificate and Degree Program

The Business Marketing program offers a focus on courses designed to improve student success in the field of **marketing, marketing management, social media marketing and e-commerce. Personal selling, retailing, and advertising are restricted electives that may be chosen according to a student's interest. The program is built on a solid foundation of introductory business concepts, business law, and business communications.**

Course ID	Title	Units
BUS 1	Introduction to Business	3
BUS 103	Business English	3
or		
ENG 1A*	Principles of Composition I	4
or		
ENG 1AH*	Principles of Composition I Honors	4
BUS 13	Legal Environment & Business Law	3
BUS 104*	Business Communication	3
BUS 135	Marketing	3
BUS 105	Social Media Marketing	3
	Restricted Electives	6-7
Total		24-26

Restricted Electives:

BUS 102	Oral Business Techniques	3
ACCT 1A	Financial Accounting	4
BUS/CTVR 138	Advertising	3
BUS 109	e-Commerce Marketing	3
BUS 136	Principles of Retailing	3
BUS 137	Professional Selling Fundamentals	3
BUS 160	Entrepreneurship	3
BUS 107	Innovation and New Product Development	3
BUS 111	Business Sustainability Strategies: People, Planet, Profit	3
CWE 180	Cooperative Work Experience Business	1-4

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

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Current

Business Leadership Certificate and Degree Program

The Business certificates are designed for the development of a high quality manager for whom there is an ever-growing need. The Business Curriculum is structured to furnish a broad preparation for careers in business at the mid-management levels.

Business Certificate Programs

The Business Leadership program is designed to increase the ability to succeed in a highly competitive work environment.

Course ID	Title	Units
BUS 1	Introduction to Business	3
BUS 14	Legal Environment of Business	3
or		
BUS 12	Business Law	3
BUS 102	Oral Business Communication	3
BUS 104*	Business Communication	3
BUS 120	Business Management	3
BUS 125	Human Relations in Business	3
or		
BUS 223	Human Resources and Employment Law	3
TOTAL		18

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Revised

Business Leadership Certificate and Degree Program

The Business certificates are designed for the development of a high quality manager for whom there is an ever-growing need. The Business Curriculum is structured to furnish a broad preparation for careers in business at the mid-management levels.

Business Certificate Programs

The Business Leadership program is designed to increase the ability to succeed in a highly competitive work environment. It will add to and/or enhance leadership skills.

Course ID	Title	Units
BUS 1	Introduction to Business	3
<u>BUS 13</u>	<u>Legal Environment & Business Law</u>	<u>3</u>
BUS 102	Oral Business Communication	3
<u>BUS 103</u>	<u>Business English</u>	<u>3</u>
or		
<u>ENG 1A*</u>	<u>Principles of English Composition I</u>	<u>4</u>
or		
<u>ENG 1AH*</u>	<u>Principles of English Composition I Honors</u>	<u>4</u>
BUS 104*	Business Communication	3
BUS 120	Business Management	3

Restricted Electives: Specify total 3 Units

BUS 125	Human Relations in Business	3
BUS 223	Human Resources and Employment Law	3
<u>BUS 111</u>	<u>Business Sustainability: People, Planet, Profit</u>	<u>3</u>

TOTAL **21:22**

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

Associate Degree

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College. Degree may be completed with 60-68 units depending on the transfer pattern courses chosen by the student.

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 meeting general education requirements. Refer to assist.org and to the transfer institution's catalog for transfer requirements.

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Current

Network Administrator Associate in Science Degree

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

Course ID	Title	Units
CIM 11	Introduction to Computer Information Systems	3
or		
CIM 10	Introduction to Information Systems	
or		
CIM 112	Microsoft Office	3
CIM 172*	Computer Operating System: Unix/Linux	3
CIM 174*	Computer Operating Systems: Windows	3
CIM 251*	Introduction to Networking	3
CIM 252*	Networking Essentials and Technologies	3
CIMN 230	Computer Operating Systems: Unix/Linux	3

Total Units for the Major 21

Restricted Electives:

CIM 7A/B*	Business Programming: Java—Beginning/ Advanced	3, 3
CIM 171*	Computer Operating Systems: Windows Admin at the Command Line	3
CIM 205A	Web Development and DB: Intro SQL and MySQL	3
CIM 218	Database Access	3
CIM 227*	Internet and Web Essentials	1.5
CIM 230	Business Presentations: PowerPoint	3
CIM 256*	Fundamentals: Unix/Linux System Administration	3
CIM 257*	Network and Security Administration using Unix/Linux	3
CIM 271A*/B*	Web Development: XHTML Beginning/ Advanced 1.5, 1.5	
CIM 279*	Information Security Fundamentals	3
CIM 284	Security+	3
CIM 292A	MCITP Certification Exam Prep I	3
CIM 292B	MCITP Certification Exam Prep II	3
CIM 292C	MCITP Certification Exam Prep III	3
CIM 292D	MCITP Certification Exam Prep IV	3
CIM 292E	MCITP Certification Exam Prep V	3
CIM 294	Cyberlaw	3
CIM 297	Interconnecting Cisco Network Devices	3

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

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

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: CIM 2A, 214, 216, 216A; ECON 2, 4, CMT 215, 220*, 225*, 230*

Revised

Network Administrator Associate in Science Degree

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

Course ID	Title	Units
CIM 1	Computer Information Systems	4
or		
CIM 112	Microsoft Office	3
CIMN 230	Computer Operating System: Unix/Linux	3
CIMN 100*	Computer Operating Systems: Windows	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3

Total Units for the Major 21.5-24

Restricted Electives:

CIMP 7A/B*	Business Programming: Java—Beginning/ Advanced	2, 3
CIMW 105	Web Development and DB: Intro SQL and MySQL	3
CIMA 106	Database Access	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMA 108	Business Presentations: PowerPoint	3
CIMN 240	Fundamentals: Unix/Linux System Administration	3
CIMN 250	Network and Security Administration using Unix/Linux	3
CIMW 100A/B*	Web Development: HTML Beginning/ Advanced	1.5, 1.5
CIMS 200	Information Security Fundamentals	3
CIMS 230	Security+	3
CIMN 220A	MCITP Certification Exam Prep I	3
CIMN 220B	MCITP Certification Exam Prep II	3
CIMN 220C	MCITP Certification Exam Prep III	3
CIMN 220D	MCITP Certification Exam Prep IV	3
CIMN 220E	MCITP Certification Exam Prep V	3
CIMS 250	Cyberlaw	3
CIMN 260	Interconnecting Cisco Network Devices	3

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

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

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: CIMP 5, CIMA 102, A, B, 104, 104A; ECON 2, 4, CMT 215, 220*, 225*, 230*

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**Current
Entrepreneurship Certificate and Degree
Program**

The Entrepreneurship **Certificate** is designed for students who wish to emphasize entrepreneurship in their community college business studies, including completing the additional requirements for an Associate in Science degree in this area. Entrepreneurial studies help prepare students who plan to seek a higher degree in business. Completion of the Entrepreneurship **Certificate** demonstrates achievement, may support job applications, and, importantly, provides students with critical knowledge and tools for planning and starting a new business. The program provides valuable preparation in proven business practices and with business ownership issues such as market focus, measurements of success, and developing a clear and useful business plan.

Because some of the leading causes of failure in new businesses are poor risk management, lack of adequate capitalization, and mismanagement of resources, **this program provides** specific information in these areas to help make good decisions to ensure success.

The Entrepreneurship Certificate is also useful for members of the community who are planning or starting a new business. Some of these students might prefer to complete the shorter Entrepreneurship Occupational Skills Award.

Many of the courses in the program are designed with the busy professional in mind.

Course ID	Title	Units
ACCT 235	Entrepreneurial Accounting	3
BUS 1	Introduction to Business	3
BUS 12	Business Law	3
-or-		
BUS 14	Legal Environment of Business	3
BUS 104*	Business Communication	3
BUS 120	Business Management	3
BUS 160	Entrepreneurship	3
	Marketing Specialties	3
	Restricted Electives	1.5-4
	Communication Specialties	1.5-3

Total **24-28**

Marketing Specialties:

BUS 105	Social Media Marketing	3
BUS 135	Marketing	3
BUS 136	Principles of Retailing	3
BUS 137	Professional Selling Fundamentals	3
BUS 136/	Advertising	3

CIVR 136

Restricted Electives:

BUS 223	Human Resources and Employment Law	3
BUS 237	Financing the Entrepreneurial Business	1.5
CWE 180	Cooperative Work Experience: Business	2-4

Communication Specialties:

BUS 102	Oral Business Communications	3
CIMA 283E; F; G	Office Skills: Word; Excel; PowerPoint	.5; .5; .5

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BUS 102; 125; 223;

**SADDLEBACK COLLEGE
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**Exhibit B
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**Revised
Entrepreneurship Certificate and Degree
Program**

The Entrepreneurship ~~programs~~ are designed for students who wish to emphasize entrepreneurship in their community college business studies. They may complete the additional requirements for an Associate in Science degree in this area if they so wish. Entrepreneurial studies help prepare students who plan to seek a higher degree in business.

Completion of the Entrepreneurship ~~programs~~ provides students with critical knowledge and tools for planning and starting a new business. Completion demonstrates **persistence**, achievement, and may support job applications. The program provides valuable preparation in proven business practices and with business ownership issues such as market focus, measurements of success, and developing a clear and useful business plan.

Because some of the leading causes of failure in new businesses are poor risk management, lack of adequate capitalization, and mismanagement of resources, specific information **is provided** in these areas to help make good decisions to ensure success. The Entrepreneurship Certificate is also useful for members of the community who are planning or starting a new business. Some of these students might prefer to complete the shorter Entrepreneurship Occupational Skills Award.

Course ID	Title	Units
ACCT 235	Entrepreneurial Accounting	3
BUS 1	Introduction to Business	3
BUS 12	Legal Environment and Business Law	3
Or		
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 103*	Business English	3
Or		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Principles of Composition II	4
BUS 104*	Business Communication	3
BUS 160	Entrepreneurship	3
	Marketing Specialties & Communication Specialist	3
	Restricted Electives	3-4.5
Total		26-27.5
Marketing Specialties:		
BUS 105	Social Media Marketing	3
BUS 135	Marketing	3
BUS 136	Principles of Retailing	3
BUS 137	Professional Selling Fundamentals	3
BUS 138/	Advertising	3
CTVR 138		
BUS 102	Oral Business Communications	3
CIMA 283F, E, G	Office Skills: Word, Excel, PowerPoint	1.5, 1.5, 1.5
BUS 109	E-Commerce Marketing	2
BUS 125	Human Relations in Business	3
Restricted Electives:		
BUS 108	Social Entrepreneurship	3
BUS 107	Innovation and New Product Development	3
BUS 111	Business Sustainability Strategies: People, Planet, Profit	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 120	Business Management	3
BUS 223	Human Resources and Employment Law	3
BUS 105	Social Media Marketing	3
BUS 237	Financing the Entrepreneurial Business	1.5

CWE 180 Cooperative Work Experience Business 2.4

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

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Current

Associate in Arts in Spanish for Transfer Degree

The curriculum in the Spanish program is designed to provide the transfer student an Associate in Arts in Spanish for Transfer degree by providing the necessary breadth in the field and the ability to complete both preparatory coursework for Spanish along with courses required for general education. Students who complete the Associate in Arts in Spanish for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain employment or promotion, a baccalaureate degree or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Course ID	Title	Units
Required Courses		
SPAN 1	Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5

Substitution Courses:

If a student places out of any core course(s) and is not awarded units for that course, the student will need to take additional units to compensate for the course/units required to reach at least 18 total units in the major (per Title 5 regulations). Course substitutions must be selected below from Group A:

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

SPAN 6*	Intermediate Spanish Grammar & Composition	3
SPAN 10*	Intermediate Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900 Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3
Total Units for the Major		23

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

Revised

Associate in Arts in Spanish for Transfer Degree

The curriculum in the Spanish program is designed to provide the transfer student an Associate in Arts in Spanish for Transfer degree by providing the necessary breadth in the field and the ability to complete both preparatory coursework for Spanish along with courses required for general education. Students who complete the Associate in Arts in Spanish for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain employment or promotion, a baccalaureate degree or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Course ID	Title	Units
Required Courses		
SPAN 1	Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5

Substitution Courses

If a student places out of any core course(s) and is not awarded units for that course, the student will need to take additional units to compensate for the course/units required to reach at least 18 total units in the major (per Title 5 regulations). Course substitutions must be selected from below:

SPAN 6*	Intermediate Spanish Grammar & Composition	3
SPAN 10*	Intermediate Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900 Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3

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

SPAN 10*	Intermediate Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900 Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3
Total Units for the Major		21-23

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

SADDLEBACK COLLEGE
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Delete

Business Administration Degree Program

The curriculum in the Business Administration Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers, earning the Associate degree may support attempts to gain entry level employment or promotion.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
ACCT 1A	Financial Accounting	4
ACCT 1B*	Managerial Accounting	4
BUS 1	Introduction to Business	3
BUS 12	Business Law	
or	3	
BUS 14	Legal Environment of Business	
BUS 104*	Business Communication	3
CIM 1		
or	Computer Information Systems	4
CIM 10		
or	Introduction to Information Systems	3
CIM 112	Microsoft Office	3
ECON 2*	Principles (Macro)	3
ECON 4*	Principles (Micro)	3
MATH 3A*		
or	Analytic Geometry and Calculus	5
MATH 11*	A Brief Course in Calculus	5
Total Units for the Major		31

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

Associate in Arts Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate in Arts degree. A minimum of 12 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: BUS 116, 120, 125, 135, 150, MATH 9, 10, PHIL 12 or 15.

SADDLEBACK COLLEGE
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Current
Associate in Science Degree in
Mathematics for Transfer

The curriculum in the Mathematics program is designed to provide the transfer student the opportunity to achieve an Associate in Science in Mathematics for Transfer degree by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education. Students who complete the Associate in Science Degree in Mathematics for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Course ID	Title	Units
Required Courses		
MATH 3A*	Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
List A: Select one of the following courses (4 units)		
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
List B: Select one of the following courses (3-5 units)		
PHYS 4A*	General Physics	5
MATH 10*	Introduction to Statistics	3
Total Units for the Major		22-24

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

Revised
Associate in Science Degree in
Mathematics for Transfer

The Associate in Science in Mathematics for Transfer will allow students to seamlessly transfer to a CSU campus by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education. Students who complete the Associate in Science Degree in Mathematics for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Course ID	Title	Units
Required Courses		
MATH 3A*	Analytic Geometry and Calculus	5
or		
<u>MATH 3AH*</u>	<u>Honors Analytic Geometry and Calculus</u>	<u>5</u>
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
List A: Select one of the following courses (4 units)		
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
List B: Select one of the following courses (3-5 units)		
PHYS 4A*	General Physics	5
MATH 10*	Introduction to Statistics	3
Total Units for the Major		22-24

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

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Community Education - Additional class offerings during Fall 2015

ACTION: Approval

BACKGROUND

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

STATUS

A variety of educational and recreational events have been planned by Saddleback College Community Education to serve the community during Fall 2015. Expenses for conducting these classes will be paid by the income from participant fees. Following Board approval of the Fall 2015 Community Education class offerings at the June 22, 2015 meeting, the college planned some additional classes to include in their Fall 2015 program. Exhibit A lists the additional class offerings, presenters, and compensation.

RECOMMENDATION

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

South Orange County Community College District
SADDLEBACK COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM-Additonal Fall 2015

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Adult Education SVUSD: Transition Classes	9/9-12/12	TBD	Hourly	TBD
CFK	Needle Art Series	9/9-12/12	Naomi Sutton (E)	60%Net	\$160
	Steambuilders: Bricks 4 Kidz	9/9-12/12	Peter Trist (E)	60%Net	\$112
	Strategic Kids	9/9-12/12	Adam Brody (E) and Blake Hepburn (E)	60%Net	\$112

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Revised 2015-16 Instructional
Material/Laboratory Fees

ACTION: Approval

BACKGROUND

The Board of Trustees annually approves changes in instructional material and 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 introduction of the alteration of courses in the curriculum, and changes in costs for certain materials and supplies have required Saddleback College to augment and revise instructional material and laboratory fees for 2015-2016. The proposed revised fees for 2015-2016 (Exhibit A).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve revised instructional material and laboratory fees for 2015-2016, as presented in Exhibit A.

Item Submitted By: *Dr. Tod A. Burnett*

SADDLEBACK COLLEGE
2015-2016 Revised Laboratory Fees

Course	Cat. I.D.	Title	Fee Current	Fee Proposed	Purpose
<u>Advanced Tech. & Applied Science</u>					
FASH 247	428943.00	Special Events Participation	-0-	20.00	Notebook, T-Shirt, Foam Core Board
<u>Health Science & Human Services</u>					
HIT 200	992459.00	Health Information Science	50.00	-0-	Supply Removed
HIT 221	992446.00	ICD/Diagnostic Coding	50.00	-0-	Supply Removed
HIT 207	992458.00	Info. Tech/HER in Healthcare	50.00	-0-	Supply Removed
HIT 219	992443.00	Directed Practice	50.00	-0-	Supply Removed

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**SADDLEBACK COLLEGE**

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
10/7/15 7:00pm	Ana Maria Cobos Latino Americans NEH Grant to screen & discuss PBS series	Dr. Juani Funez-Gonzalez & Dr. Steven Hackel	Father Junipero Serra: Contemporary Perspectives	\$500/ea NEH Grant Funds
11/18/15 7:00pm	Ana Maria Cobos Latino Americans NEH Grant to screen & discuss PBS series	Dr. Mariana de Saracho & Dr. Gilbert Gonzalez	Mendez vs. Westminster	\$500/ea NEH Grant Funds
11/12/15 10:30am	Nicole Major/Gerontology & Sociology Classes	Michelle Wulfsteig	Hospice care, end-of-life issues	\$500 Honorarium ASG Funds
2/5/16 9:30am	Rob Henry/HUM 204X Modern World Culture: 1700 – Present	Dr. Donald Rodriguez	Preservation & Restoration of Protected Nature Areas within Urban Environments	\$300 Honorarium
2/19/16 9:30am	Rob Henry/HUM 204X Modern World Culture: 1700 – Present	Susan Anderson	African American History in California	\$700: \$500 Honorarium & not to exceed \$200 in lodging expenses
1/29/16 9:30am	Rob Henry/ HUM 204X Modern World Culture: 1700 – Present	Dr. William Shankle	Alzheimer's Disease Recognition & Prevention	\$100
2/26/16 9:30am	Rob Henry/HUM 204X Modern World Culture: 1700 – Present	Dr. Seiji Takaku	Apology: A Simple, Yet Most Effective Means to End and Prevent Interpersonal Conflicts	\$300

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
9/10/15 8:30 a.m.	9/11 Commemoration Event	Tim Kepler	Participant/Singer	\$500 Honorarium General Funds
11/7/15 9:00 a.m.	Kay Ryals IVC and SC Student Research Symposium thru Honors Program	Daisy Bautista	The Rigors and Opportunities of Tourist Travel: The Marketing of Mexico among Ethnic Mexican Tourist Travelers in the United States	\$200 Honorarium Honors Program General Fund

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College, Cosmetology and Cosmetician (Esthetician) Agreements, Saddleback Beauty Academy

ACTION: Approval

BACKGROUND

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician (Esthetician) programs.

On June 23, 2014, the Board of Trustees approved agreements for Cosmetology and Cosmetician instruction at Saddleback College that do not fully meet the need.

STATUS

On July 29 and August 5, 2015, SOCCCD ran a newspaper advertisement for consideration of Bid No. 2037 for Cosmetology and Cosmetician (Esthetician) instruction at Saddleback College.

On August 12, 2015, two proposals (EXHIBIT A) were received and members of the Technical and Applied Sciences department joined as a selection committee to evaluate the submittals. Saddleback Beauty Academy is being recommended for Cosmetology and Cosmetician (Esthetician) agreements (EXHIBIT B & C) for a 21 month period, ending June 30, 2017 with options to renew for three additional one-year terms.

Funds are available in the college's general fund budget to address an annual total cost estimated at \$700,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for a 21 month period with options to renew for three additional one-year terms with Saddleback Beauty Academy (EXHIBIT B & C) for an estimated value of \$450,000.

BID NO. 2037

**Proposals Submitted for Request for Qualifications & Proposals (RFQ&P)
Cosmetology and Cosmetician (Esthetician) Services**

**Saddleback College
September 28, 2015**

<u>Company Name</u>	<u>City</u>	<u>Proposer</u>
*Saddleback Beauty Academy	Laguna Hills, CA	Thuy Minniti
Advance Beauty College	Laguna Hills, CA	Linh Nguyen

*Recommend Firm for Award

AGREEMENT - VOCATIONAL COSMETOLOGY EDUCATION SERVICES, SADDLEBACK COLLEGE, SADDLEBACK BEAUTY ACADEMY

This AGREEMENT is made effective as of October 1, 2015 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Saddleback Beauty Academy, 23565 Moulton Parkway #A, Laguna Hills, CA 92653, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein 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.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes

including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in COSMETOLOGY.

- 1.5 **Maintain School.** The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
 - a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
 - a. it being understood that such submittals may be upon a regular schedule and/or upon special requests' and
 - b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood that when such inspections are made, it shall be made possible for said representatives to

evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

- 1.11 **Management Services.** CONTRACTOR'S management services shall be provided by **Thuy Minniti**. Contact information for Thuy Minniti will be provided to Saddleback College's identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Thuy Minniti is replaced with another person, the name and contact information for this person will be provided within one week of this change.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

- 2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR'S school;
- a. It being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR'S school at any time.
 - b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.
 - c. The DISTRICT does not receive any reimbursement/compensation should a student officially drop the course. While DISTRICT and CONTRACTOR will actively discourage all students from officially dropping these contracted courses, should a student officially drop from a course the DISTRICT will notify the CONTRACTOR and the CONTRACTOR may then seek reimbursement for the instructional hours only from the student at the private tuition rates set by the CONTRACTOR.
- 2.2 **Training Hours.** The CONTRACTOR shall provide for sixteen hundred (1,600) hours of approved COSMETOLOGY instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at ADDRESS, CITY, ST ZIP, as established elsewhere in this Contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.
- a. The sixteen hundred (1,600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license in COSMETOLOGY.
 - b. The sixteen hundred (1,600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than four hundred twenty-five (425) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are

mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.

- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The sixteen hundred (1,600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETOLOGY instructors holding valid California teaching credentials authorizing services in the area of COSMETOLOGY in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
- e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETOLOGY instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the DISTRICT who completes sixteen hundred (1,600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
- g. Any student of the DISTRICT who completes the sixteen hundred (1,600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of Cosmetology's examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:
 - i. If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,
 - ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.

- h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.

- 2.3 **Material Costs.** The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT'S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be 21 month period beginning on the Effective Date hereof and ending on June 30, 2017 with three (3) one (1) year options for renewal under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Worker's Compensation.** The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen's compensation insurance required by law for employees involved in

the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.

5.2 **Indemnity and Liability Insurance.** The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.

- a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR'S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage.
 - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.
 - ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.
 - iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.
 - iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.
 - v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** The DISTRICT shall pay to the CONTRACTOR **\$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
- b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.

- c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 NOT USED

ARTICLE 8 TERMINATION

- 8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
- b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
- d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 10.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences
- 10.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.

- 10.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 10.5 **Financially Committed.** The DISTRICT shall be financially committed to the COSMETOLOGY program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the **2015-2016 and 2016-2017** fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR 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. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services
- 11.3 **CONTRACTOR 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 CONTRACTOR, 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, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **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 CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- 11.5 **Employment with Public Agency.** 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.
- 11.6 **Full Force of Remaining Contract.** 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 hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 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.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility 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. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR and DISTRICT hereunder.
- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. 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 CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR 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.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of 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 | CONTRACTOR |
| Dr. Debra L. Fitzsimons | Thuy Minniti |
| Vice Chancellor, Business Services | School Director |
| South Orange County | Saddleback Beauty Academy |
| Community College District | |
| 28000 Marguerite Parkway | 23565 Moulton Parkway, #A |
| Mission Viejo, CA 92692 | Laguna Hills, CA 92653 |
| dfitzsimons@socccd.edu | minnitihairca@aol.com |
- 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 herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR 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 CONTRACTOR.
- 11.16 **Binding AGREEMENT.** This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

DISTRICT
South Orange County Community College District

CONTRACTOR
Saddleback Beauty Academy

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Thuy Minniti
School Director

(Date)

(Date)

(Taxpayer number)

AGREEMENT - VOCATIONAL COSMETICIAN EDUCATION SERVICES, SADDLEBACK COLLEGE, SADDLEBACK BEAUTY ACADEMY

This AGREEMENT is made effective as of October 1, 2015 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Saddleback Beauty Academy, 23565 Moulton Parkway #A, Laguna Hills, CA 92653, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETICIAN, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETICIAN for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETICIAN;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein 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.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for COSMETICIAN instruction and training; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable

portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for COSMETICIAN instruction and training.
- 1.5 **Maintain School.** The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
 - a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
 - a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.

- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.
- 1.11 **Management Services.** CONTRACTOR'S management services shall be provided by **Thuy Minniti** Contact information for Thuy Minniti will be provided to Saddleback College's identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Thuy Minniti is replaced with another person, the name and contact information for this person will be provided within one week of this change.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

- 2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR'S school;
- a. it being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR'S school at any time.
 - b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.
 - c. The DISTRICT does not receive any reimbursement/compensation should a student officially drop the course. While DISTRICT and CONTRACTOR will actively discourage all students from officially dropping these contracted courses, should a student officially drop from a course the DISTRICT will notify the CONTRACTOR and the CONTRACTOR may then seek reimbursement for the instructional hours only from the student at the private tuition rates set by the CONTRACTOR.
- 2.2 **Training Hours.** The CONTRACTOR shall provide for six hundred (600) hours of approved COSMETICIAN instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR'S school located at ADDRESS, CITY, ST ZIP, as established elsewhere in this Contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.
- a. The six hundred (600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license as COSMETICIAN.

- b. The six hundred (600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than two hundred (200) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.
- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The six hundred (600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETICIAN instructors holding valid California teaching credentials authorizing services in the area of COSMETICIAN in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).
- e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETICIAN instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the DISTRICT who completes six hundred (600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.
- g. Any student of the DISTRICT who completes the six hundred (600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of COSMETICIAN'S examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:

- i. If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,
 - ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.
 - h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.
- 2.3 **Material Costs.** The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT'S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be the 21 month period beginning on the Effective Date hereof and ending on June 30, 2017 with three (3) one (1) year options for renewal under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years,

there is no possibility for automatic renewal. The DISTRICT will send out the “Requests for Qualifications and Proposals” to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Worker’s Compensation.** The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen's compensation insurance required by law for employees involved in the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.
- 5.2 **Indemnity and Liability Insurance.** The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.
- a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR'S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage.
 - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.
 - ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.
 - iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.
 - iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.
 - v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

- 6.1 **Compensation.** The DISTRICT shall pay to the CONTRACTOR **\$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
- b. The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student.
- c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
- d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same six hundred (600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.

- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 NOT USED

ARTICLE 8 TERMINATION

- 8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.2 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
- b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
- d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 10.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences
- 10.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.

- 10.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 10.5 **Financially Committed.** The DISTRICT shall be financially committed to the COSMETICIAN program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the **2015-2016 and 2016-2017** fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR 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. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services
- 11.3 **CONTRACTOR 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 CONTRACTOR, 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, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **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 CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- 11.5 **Employment with Public Agency.** 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.
- 11.6 **Full Force of Remaining Contract.** 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 hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 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.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility 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. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR and DISTRICT hereunder.
- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. 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 CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR 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.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of 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 | CONTRACTOR |
| Dr. Debra L. Fitzsimons | Thuy Minniti |
| Vice Chancellor, Business Services | School Director |
| South Orange County | Saddleback Beauty Academy |
| Community College District | |
| 28000 Marguerite Parkway | 23565 Moulton Parkway #A |
| Mission Viejo, CA 92692 | Laguna Hills, CA 92653 |
| dfitzsimons@socccd.edu | minnitihairca@aol.com |
- 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 herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR 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 CONTRACTOR.
- 11.16 **Binding AGREEMENT.** This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party with respect to the terms of this AGREEMENT.

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

DISTRICT
South Orange County Community College District

CONTRACTOR
Saddleback Beauty Academy

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Thuy Minniti
School Director

(Date)_____

(Date)_____

(Taxpayer number) _____

TEACHING AGREEMENT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Mission Viejo, California 92692

AGREEMENT FOR COSMETOLOGY/COSMETICIAN TEACHING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____ 20__, by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "Teacher".

1. The Teacher agrees to serve as a teacher for the Cosmetology and/or Cosmetician course offered by the DISTRICT.
2. The Teacher shall be an employee of _____.
3. The DISTRICT shall have the primary right to control and direct the Teacher's activities. Said activities shall be performed by the Teacher in accordance with such direction and control, subject to the provisions as set forth in more particularity in a contract by and between _____ and South Orange County Community College District.
4. The DISTRICT shall not be obligated to make any payment to the Teacher for services and for normal benefits such as Workers' Compensation, medical insurance, vacation, sick leave, or any other employee benefits now available to regular employees of the DISTRICT.

IN WITNESS WHEREOF, the said parties have hereunto set their name.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TEACHER

BY: _____

BY: _____

PRINT
NAME: Dr. Debra L. Fitzsimons

PRINT
NAME: _____

TITLE: Vice Chancellor, Business Services

TITLE: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Radio Transmitter Building Project,
Change Order No. 2, Pacific Winds Building, Inc.

ACTION: Approval

BACKGROUND

On January 26, 2015, the Board of Trustees approved a \$150,000 construction contract with Pacific Winds Building, Inc., for the Saddleback College Radio Transmitter Building project. On July 20, 2015, the Board of Trustees approved Board Change Order No. 1 in the amount of \$4,103.71 for a new contract total of \$154,103.71.

The County of Orange required additional items after plan review, including grading changes and a handrail at steps leading into the building, which increased county permit fee requirements.

STATUS

The required modifications contained in change order request No. 2 and 3 are described in EXHIBIT A. Approval of Board Change Order No. 2 will result in an increase of \$10,691.78 for a new contract total of \$164,795.49.

The total change to the contract does not exceed the 10% limit allowed by the Public Contract Code.

Funds are available in the Saddleback College general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 2 (EXHIBIT A) for the Saddleback College Radio Transmitter Building project and authorize staff to execute the corresponding change order with Pacific Winds Building, Inc., resulting in a \$10,691.78 increase for a new contract value of \$164,795.49.

Saddleback College Radio Transmitter Building Project

Bid #2023

Board Change Order No. 2

September 28, 2015

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 1 Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
2023	General Contractor	Pacific Winds Building, Inc.		\$150,000.00	\$4,103.71	\$10,691.78	\$164,795.49	0
		19 Hammond, Suite 104 Irvine, CA 92618	TOTAL	150,000.00			164,795.49	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
2	7/8/2015	Installation of building entrance handrail per County of Orange requirements.	By District	Reviewed	\$4,084.71	0
3	7/8/2015	Additional grading, permit fee requirements from County of Orange, and general conditions.	By District	Reviewed	\$6,607.07	0
		TOTAL THIS CHANGE ORDER REQUEST			\$10,691.78	

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Radio Transmitter Building Project,
Notice of Completion, Pacific Winds Building, Inc.

ACTION: Approval

BACKGROUND

On January 26, 2015, the Board of Trustees approved the contract with Pacific Winds Building, Inc. for the Saddleback College Radio Transmitter Building project for a total amount of \$150,000. On July 20, 2015 the Board of Trustees approved Change Order No. 1 in the amount of \$4,103.71.

Pending board approval at this September 2015 meeting, the recommended Board Change Order No. 2 will result in an increase of \$10,691.78 for a final contract value of \$164,795.49.

STATUS

Contract work is complete. Staff recommend that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College Radio Transmitter Building project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Saddleback College Radio Transmitter Building project to Pacific Winds Building, Inc. for a final contract amount of \$164,795.49. It is also recommended that the board authorize the release of retention 35 days after the filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Lessee to property with title vested by Rancho Mission Viejo to the property hereinafter described, caused improvements to be made to said property to wit: SADDLEBACK COLLEGE RADIO TRANSMITTER BUILDING PROJECT, the contract for the doing of which was heretofore entered into the 27th DAY OF JANUARY 2015, which contract was made with PACIFIC WINDS BUILDING, INC. as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 28th DAY OF SEPTEMBER 2015, that title to said property is vested with RANCHO MISSION VIEJO and leased by SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is NAS SURETY GROUP; that the property hereinafter referred to and on which said improvements were made is described as follows:

RANCHO MISSION VIEJO
29874 ORTEGA HIGHWAY
San Juan Capistrano, CA 92675

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____ Dated _____
Gary L. Poertner
Chancellor

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Gary L. Poertner
(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: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College, Site Improvements Project, Design-Build Criteria and Programming Architectural Services Agreement, Amendment No. 2, DLR Group

ACTION: Approval

BACKGROUND

On February 24, 2014, the Board of Trustees approved an agreement with DLR Group for criteria architect services for the Saddleback College Site Improvements project for \$280,000. The original agreement provided for an amendment of the contract terms by mutual consent of both parties. On April 27, 2015, the Board of Trustees approved Amendment No. 1 for a no cost change to accept a new project manager.

The project scope and budget were increased by \$7,945,000 as requested by Saddleback College during the FY 2015-2016 Basic Aid Allocation process.

STATUS

Staff worked with DLR Group to define the scope of the additional work and arrive at a proposed fee. Staff recommends approval of Amendment No. 2 with DLR Group (EXHIBIT A), increasing the agreement amount by \$150,000, for a new contract value of \$430,000.

Basic aid funds are available within the Saddleback College Site Improvements project budget of \$21,525,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 2 (EXHIBIT A) with DLR Group for increased criteria architect services for the Saddleback College Site Improvements project, increasing the amount of the agreement by \$150,000, for a total fee of \$430,000.

**AMENDMENT No. 2
TO DESIGN-BUILD CRITERIA and PROGRAMMING ARCHITECTURAL
SERVICES AGREEMENT
FOR the SADDLEBACK COLLEGE
SITE IMPROVEMENTS PROJECT**

September 28, 2015

THIS AMENDMENT shall modify the original agreement dated February 24, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and DLR Group, 3130 Wilshire Boulevard, 6th Floor, Santa Monica, California, 90403, hereinafter referred to as "CONSULTANT".

WHEREAS, Article 10, paragraph 10 of the original agreement provides that the terms, rates, and provisions of said agreement may be amended by mutual consent of both parties; and

WHEREAS, Article 8, paragraph 1, establishes the total compensation payable; and

WHEREAS, the project scope and budget have increased; and

NOW, THEREFORE, the Parties agree to modify the original agreement by increasing the fees by \$150,000 broken down as follows: Task 1- \$60,000, Task 2 - \$37,500 and Task 3 - \$52,500:

Original Contract Amount	\$280,000
Amendment No. 1 (Change to accept new project manager)	\$ 0
Amendment No. 2	<u>\$150,000</u>
Total Contract Amount:	<u>\$430,000</u>

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

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
DLR Group

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

By: _____
Andrea Cohen Gehring
Principal

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Testing and Special Inspection Agreement, Amendment No. 1, C.E.M. Lab Corp.

ACTION: Approval

BACKGROUND

On February 23, 2015, the Board of Trustees approved an agreement with C.E.M. Lab Corp., to provide testing and special inspection services for Saddleback College Technology and Applied Science (TAS) Swing Space project for \$123,143. The original agreement provided for additional services, if necessary.

STATUS

Additional testing and special inspection services are required on the Saddleback College TAS Swing Space project to ensure conformance with DSA requirements. C.E.M. Lab Corp. will provide the additional services on an as-needed basis for a not to exceed fee of \$60,000.

Staff recommends approval of Amendment No. 1 (EXHIBIT A) increasing the contract by \$60,000, for a revised contract amount of \$183,143.

Basic aid funds are available within the existing project budget of \$10,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) with C.E.M. Lab Corp. for additional testing and special inspection services for the Saddleback College Technology and Applied Science Swing Space project in the amount of \$60,000 for a revised contract amount of \$183,143.

**AMENDMENT NO. 1
TO TESTING & SPECIAL INSPECTION SERVICES AGREEMENT
FOR
TECHNOLOGY AND APPLIED SCIENCE SWING SPACE PROJECT
SADDLEBACK COLLEGE**

September 28, 2015

THIS AMENDMENT shall modify the original agreement dated February 24, 2015 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and C.E.M. Lab Corp., 45 Post, Irvine, California, 92618, hereinafter referred to as "CONSULTANT."

WHEREAS, Article III, paragraph 2 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 \$123,143; and

WHEREAS, the scope of services has increased on the TAS Swing Space project by \$60,000 to ensure conformance with DSA requirements; and

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

PROVIDE SUPPLEMENTAL TESTING & SPECIAL INSPECTION SERVICES

Original Contract Amount	\$123,143
Amendment No. 1	<u>\$ 60,000</u>
Total Contract Amount:	<u>\$183,143</u>

IN WITNESS HEREOF, the Parties have executed this Amendment No.1 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
C.E.M. Lab Corp.

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

By: _____
Tony Binaei
Principal

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College CAI Video Production Services, Merit/Andrew

ACTION: Approval

BACKGROUND

Working closely with faculty and staff from colleges throughout the state, the Common Assessment Initiative (CAI) is developing a new assessment for English as a Second Language (ESL), math and English. Saddleback College is a grant partner and has been assigned certain professional development outcomes including procurement of a high quality video to be shared with 113 California Community Colleges and other interested stakeholders. The video will serve as an introduction to the CAI and describe its mission, background, importance, implementation process and benefit to students.

STATUS

On July 31 and August 7, 2015, SOCCCD ran a newspaper advertisement for consideration of Saddleback College CAI Video Production Services. Additional marketing efforts included placing a copy of the "Requests for Qualifications and Proposals" (RFQ & P) on the district's website and notifying firms known to provide these services.

On August 18, 2015, the evaluation committee reviewed eleven proposals (EXHIBIT A) and three firms were invited for an interview. Merit/Andrew is recommended for the Saddleback College CAI Video Production Services agreement (EXHIBIT B) for the period of September 29, 2015 to December 30, 2015 with a total contract value of \$125,000.

Funds are available from the California CAI grant.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement with Merit/Andrew (EXHIBIT B) for the CAI Video Production Services at Saddleback College for the period of September 29, 2015 to December 30, 2015 in the amount of \$125,000.

**Request for Proposals for CAI Video Production Services, Bid No. 2038
Saddleback College**

South Orange County Community College District

September 28, 2015

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTED BY</u>
Allegheny Image Factory	Los Angeles, CA	Jeffrey Tinnell
Design Media	San Francisco, CA	Pamela May
GOAL Productions	Glendale, CA	Robert Ballo
Interact Communication, Inc.	La Crosse, WI	Pamela Cos-Otto
M2G Media, Inc.	Irvine, CA	Edward Mailhot
*,**Merit/Andrew	Irvine, CA	Curt Fleming
*MOB Media, Inc.	Foothill Ranch, CA	Allan Whetzel
*Showreel International, Inc.	Los Angeles, CA	Jessica Manherz
Spectrum Video & Film	Phoenix, AZ	Kathi Vega
Spotburner, LLC	Westlake Village, CA	Lacey Foss
StudentBridge, Inc.	Atlanta, GA	Steve Wall

***Firms Interviewed**

****Recommended Firm**

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AGREEMENT: CAI VIDEO PRODUCTION SERVICES AT SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this 29th day of September in the year 2015 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Merit/Andrew, 19762 MacArthur Blvd., Suite 150, Irvine, CA, 92612, hereinafter referred to as "CONTRACTOR";

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

WHEREAS, DISTRICT desires to obtain CONTRACTOR services for the Video Production Services at Saddleback College, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 1.1. **Basic Services.** The CONTRACTOR'S services shall consist of those services performed by the CONTRACTOR and CONTRACTOR'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONTRACTOR shall provide the Basic 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. CONTRACTOR'S Basic 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. CONTRACTOR shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONTRACTOR has been selected to perform the work herein because of the skills and expertise of key individuals. CONTRACTOR assignment for this PROJECT is for one creative lead and one head of production. The CONTRACTOR shall designate Curt Fleming, Partner/CEO, as creative lead and a Caroline Scott as head of production. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONTRACTOR must furnish the name of all other key people in CONTRACTOR'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated creative lead or head of production or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONTRACTOR will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview.

- 1.5. **Relationship of CONTRACTOR to Other Project Participants.** CONTRACTOR'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and others providing services in connection with the PROJECT. The CONTRACTOR is not responsible for the completeness or accuracy of the work product or services provided by others.
- 1.6. **Coordination.** CONTRACTOR shall coordinate all work with other DISTRICT contractors/partners as necessary to complete contract requirements
- 1.7. **Acceptance of Project Schedule.** The CONTRACTOR shall accept the DISTRICT'S project schedule for the performance of the CONTRACTOR'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. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONTRACTOR.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

- 2.1. **Work Plan.** Work with DISTRICT to finalize project requirements:
 - a. Develop a list of all documents necessary to perform services.
 - b. Ensure that work scope conforms to the PROJECT plans.
- 2.2. **Overview.**
 - a. Final Deliverable: One high definition video with audio lasting 4-6 minutes.
 1. Delivery format to support distribution to 113 California community colleges and an unknown number of other CAI stakeholders.
 2. Includes up to six interviews of individuals to be designated by the Saddleback College CAI Professional Development workgroup leadership.
 3. A combination of interviews, campus views, at least one "real life" student experience, and some digital text.
 - b. Filming will be accomplished in Orange County, CA and during up to two trips to Sacramento, CA.
 1. All expected travel expenses are to be estimated in your response. Additional travel expenses will not be reimbursed without prior written approval from the Saddleback College CAI Professional Development workgroup leadership.
- 2.3. **Items of Importance**
 - a. The Saddleback College CAI Professional Development workgroup will assist in identifying the key issues and message of this video.
 1. The benefits for Students must be identified and featured.
 2. The support from the State's Chancellors Office must be front and center.
 3. The involvement of the Faculty must be included.
 4. The CAI background and implementation timeline must be included.

5. A “Call to Action” must be included.
 - b. The personnel appearing in the video must be diverse in demographics and represent the major stakeholders of this project.
 1. The Saddleback College CAI Professional Development workgroup team will assist in identifying these personnel and in arranging the logistics of the interviews.
 2. The Saddleback College CAI Professional Development workgroup team will assist in identifying the message and “Call to Action” of the video.
- 2.4. **Tasks.** The following are the expected tasks and deliverables associated with the Video Production Services:
- a. **Task 1. Project Initiation.** Meet with Saddleback College CAI Professional Development workgroup team to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of all staffs, and include an evaluation methodology.
 1. **Deliverables.**
 - i. Final work plan and project schedule.
 - ii. Identify the theme and “Call to Action” message of the video.
 - iii. Identify the personnel to be interviewed and included in the final video.
 - iv. Identify the locations for shooting the video.
 - v. Identify any digital messages to be included.
 - vi. Roles and Responsibilities Matrix.
 - vii. Evaluation methodology.
 - b. **Task 2: Production Deliverables.** Final high definition video with key personnel interviews. Must be in a format that can be easily distributed to a large number of institutions and other key stakeholders.
 1. **Deliverables.**
 - i. Thirty (30) DVD copies and five USB drives of the final video.
 - ii. Quick time and Windows Media files, high resolution
 - c. **Task 3: Implementation.** Based upon comments and information received through Task 2, continue work identified under “Services” above.
 1. **Deliverables.**
 - i. Mid-Point progress report.
 - ii. Presentations to the Saddleback College CAI Professional Development workgroup team.
 - iii. Final completed video.

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

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Basic Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONTRACTOR shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit "A" CONTRACTOR Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CONTRACTOR performing any Additional Services. The CONTRACTOR shall request payment for Additional Services in a separate line item on the same invoice submitted for Basic Services in a format pre-approved by the DISTRICT
- 3.2. **Notification and Authorization.** CONTRACTOR shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONTRACTOR'S control. CONTRACTOR shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Material PROJECT Scope Changes.** Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the schedule.
 - b. **Damage or Destruction to PROJECT.** Except to the extent caused by the CONTRACTOR, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
- 3.3. **Compensation for Additional Services.** If the duration of CONTRACTOR services is extended, due to the DISTRICT'S need for Additional Services, the CONTRACTOR shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CONTRACTOR. The CONTRACTOR shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERM OF SERVICES

- 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 CONTRACTOR'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONTRACTOR.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CONTRACTOR for 3 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONTRACTOR actions.
- a. **Schedule.** The Firm is expected to begin work upon the institution's approval of the contract with work expected to begin no later than September 29, 2015.

- b. The final accepted product is expected no later than December 30, 2015 unless prior written approval from the Saddleback College CAI Professional Development workgroup is received with a revised delivery date.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit "A".
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONTRACTOR of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **CONTRACTOR Indemnity of District.** CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of CONTRACTOR'S services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT'S Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CONTRACTOR'S obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.
- 5.2. **Purchase and Maintain Insurance.** CONTRACTOR 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 CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. **Workers' Compensation and Employers Liability Insurance.** CONTRACTOR 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 CONTRACTOR may be liable. CONTRACTOR 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 CONTRACTOR. The Employer's Liability Insurance required of CONTRACTOR hereunder may be obtained by CONTRACTOR as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONTRACTOR hereunder.
 - b. **Comprehensive general and auto liability.** CONTRACTOR shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONTRACTOR from the types of claims set forth below which may arise out of or result from CONTRACTOR'S services under this Agreement and for which CONTRACTOR may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR'S obligations under this Agreement; and (vi) for completed operations.

CONTRACTOR shall purchase and maintain comprehensive general and auto liability insurance with limits of not less than 1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

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

- c. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

- 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, CONTRACTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONTRACTOR 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 CONTRACTOR, and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.
- 5.5. **DISTRICT Indemnity of CONTRACTOR.** The DISTRICT shall indemnify, defend and hold harmless CONTRACTOR from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance) which arise out of the

negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONTRACTOR to the same extent as the DISTRICT is indemnified and to have the CONTRACTOR named as an additional insured on all policies associated with the PROJECT.

5.6. **Coverage Amounts**

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

ARTICLE 6 COMPENSATION TO THE CONTRACTOR

The DISTRICT shall compensate the CONTRACTOR as follows:

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

a.	Above the Line	\$ 28,602
b.	Below the Line Production	\$ 96,398
c.	TOTAL	\$125,000

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONTRACTOR or subcontractor to the CONTRACTOR, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, and up to two trips to Sacramento, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement.

6.3. **CONTRACTOR Billing Statements.** CONTRACTOR shall submit billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed for approval by the DISTRICT. Invoices will be submitted as follows:

a.	Pre-production (deposit)	25%	\$31,250
b.	Production (At inception)	25%	\$31,250
c.	First Rough Cut	25%	\$31,250
d.	Final Cut	25%	\$31,250

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 CONTRACTOR.

6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District's receipt of CONTRACTOR'S billing invoices, DISTRICT will make payment to CONTRACTOR of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and

Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONTRACTOR hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.

- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONTRACTOR hereunder if CONTRACTOR 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 CONTRACTOR has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONTRACTOR under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONTRACTOR and DISTRICT in writing as provided for as additional services.
- 6.7. **Payments.** Payments for CONTRACTOR services shall be made as described in 6.3. 100% payment will be made upon DISTRICT acceptance of each phase or on January 31, 2016 whichever comes first. DISTRICT shall provide CONTRACTOR with a form of final receipt upon receiving delivery of final master.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONTRACTOR'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONTRACTOR'S services is exceeded or extended through no fault of the CONTRACTOR, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Exhibit A or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CONTRACTOR and CONTRACTOR'S employees and CONTRACTORS 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 CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR 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 Basic and Additional Services and include expenses incurred by the CONTRACTOR and CONTRACTOR'S employees and CONTRACTORS in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT outside of those noted in 6.2; 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. CONTRACTOR'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 CONTRACTOR and his or her CONTRACTORS or identified specifically as a deliverable), postage and handling of deliverables 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. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CONTRACTOR, the CONTRACTOR'S employees and subcontractors in the interest of the PROJECT.

ARTICLE 7 CONTRACTOR'S WORK PRODUCT

- 7.1. **Ownership of Documents.** The deliverables prepared by the CONTRACTOR for this PROJECT shall be and remain the property of the California Community Colleges Chancellor's Office (CCCCO) pursuant to Education Code Section 17316. Such deliverables supplied as herein required shall be the property of the CCCCCO whether or not the work for which they were made is executed. CONTRACTOR grants to the CCCCCO the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONTRACTOR pursuant to this AGREEMENT.
- 7.2. **Music Rights.** CONTRACTOR acknowledges that CCCCCO will own all rights to the results and proceeds of the services performed by CONTRACTOR under this Agreement; provided, however, that excepted from such ownership will be any music rights not acquired by CONTRACTOR with ownership conveyed to Client, as set forth below:
- a. Usage Rights (included for initial Fee):
 - 1. Term: In Perpetuity
 - 2. Territory: U.S.
 - 3. Media: Internet, industrial, tradeshow
 - 4. NO-BROADCAST
 - b. Music Rights: Music to be licensed by CONTRACTOR and passed through to Client for the Usage Rights term and territory only.
- 7.3. **Electronic Copy of Documents.** Software shall be in a form and format approved by the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT, with the exception noted in item 7.2, Music Rights, shall become the property of CCCCCO and cannot be used without CCCCCO's express written permission. CCCCCO 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 CCCCCO. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CONTRACTOR. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONTRACTOR 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 CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR'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 CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONTRACTOR'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR'S services.
- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONTRACTOR shall be compensated for services satisfactorily performed prior to the abandonment and CONTRACTOR 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 CONTRACTOR in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONTRACTOR.

- a. In the event the DISTRICT fails to make timely payment, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

8.7. **CONTRACTOR Compensation.** The CONTRACTOR shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONTRACTOR. The DISTRICT shall pay the CONTRACTOR 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 CONTRACTOR, CONTRACTOR shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONTRACTOR is liable for all damages suffered by the DISTRICT due to CONTRACTOR'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind this Agreement nor stop the progress of the work.

9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation. The DISTRICT and CONTRACTOR agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
- b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The

demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

- d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONTRACTOR, District shall provide CONTRACTOR copies of any documents related to the PROJECT and necessary to further the interest of the PROJECT.
- 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 CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Gary Barnak, Grant Project Manager
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR 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 CONTRACTOR of his/her responsibilities hereunder.

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR 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. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

- 11.3. **CONTRACTOR 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 CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR'S work whether by DISTRICT or others, shall not relieve CONTRACTOR from responsibility for errors and omissions in CONTRACTOR'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 CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions. Not Used**
- 11.7. **Employment with Public Agency.** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility 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. CONTRACTOR 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 CONTRACTOR'S employees.

- 11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.
- 11.11. **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. 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 CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14. **Communications** between the parties shall be sent to the following addresses:

DISTRICT
Gary Barnak
Grants Project Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
gbarnak@socccd.edu

CONTRACTOR
Curt Fleming
Partner/CEO
Merit/Andrew

19762 MacArthur Blvd, Suite 150
Irvine, CA 92612
cflaming@meritandrew.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

- 11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect
- 11.16. **Entire Agreement / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR 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 CONTRACTOR.
- 11.17. **Binding Agreement.** The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”

“CONTRACTOR”

South Orange County Community College District

Merit/Andrew

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Curt Fleming
Partner/CEO

(Date)

(Date)

(Taxpayer number)

Exhibit A Billing Rates and Additional Services
Exhibit B Breakdown of Fees as listed in Article 6
Exhibit C Acceptance Form of Final Master deliverable

Exhibit A
Billing Rates and Additional Services

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

<u>CONTRACTOR Services</u>	<u>Fee Per Hour</u>
Producer	\$107.00
Director	\$107.00
PD	\$107.00

Exhibit B
Breakdown of Fees as listed in Article 6

Note: Contract fees are fixed per Article 6. Any notes within the attached fee proposal identifying “estimated” costs will not modify the fixed fee nature of this contract.

Exhibit C
Acceptance Form of Final Master Deliverable

This form certifies that South Orange County Community College District, on behalf of the California Community College Chancellor's Office accepts the Final Master deliverable as complete in accordance with this contract and any Board approved amendments. This acceptance acknowledges release of final payment to Merit/Andrew.

Gary Barnak, Project Manager
Saddleback College

Date

Marina Aminy, Dean, Online Education and
Learning Resource
Saddleback College

Date

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: ATEP IVC First Building Project, Substitution of
Subcontractor, Helix Electric, Inc.

ACTION: Approval

BACKGROUND

On June 22, 2015 the Board approved the design-build agreement with McCarthy Building Companies, Inc. for the IVC First Building project at ATEP.

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

STATUS

McCarthy Building Companies, Inc. informed the district that the listed electrical subcontractor, Briggs Electric, Inc., is unable to perform the work and has requested to be released of its obligation. McCarthy Building Companies, Inc. recommends that Helix Electric, Inc. be accepted as its replacement (EXHIBIT A). In accordance with Sections 4107 of the Government Code, Briggs Electric, Inc. submitted a letter to McCarthy Building Companies, Inc. on August 24, 2015 with their formal request for removal from the project (EXHIBIT B) and district staff has served notice of this substitution request by certified mail to the last known address of the subcontractor (EXHIBIT C).

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the removal of Briggs Electric, Inc., as subcontractor and its substitution by Helix Electric, Inc. as subcontractor on the IVC First Building project at ATEP.

September 11, 2015

South Orange County Community College District
Purchasing & Facilities and Planning Dept.
28000 Marguerite Parkway – Health Sciences Bldg 3rd Floor
Mission Viejo, CA. 92692

Attn: Ms. Mary Opel, PE

RE: SOCCCD- ATEP IVC First Building

Subject: Electrical Design Build Subcontractor Substitution

Dear Mary,

McCarthy Building Companies, Inc. requests to substitute Briggs Electric, Inc. (Briggs) the Design Build Subcontractor proposed and approved to perform electrical design and construction services for the Project as listed in our prequalification statement and our bid proposal. Such substitution is being requested in accordance with California Public Contract Code, Section 4107.

The District is advised hereby that the Subcontractor has acknowledged to McCarthy Building Companies, Inc. that it is unwilling to enter into a Subcontract with McCarthy under the terms of our Master Subcontract Agreement and therefore McCarthy is notifying the District of this matter and we hereby request the District's consent to substitute the Subcontractor Briggs for **Helix Electric, Inc. of 6795 Flanders Drive San Diego, CA. 92121.**

Additionally we have attached a letter received by McCarthy from Briggs requesting to withdraw from the Project.

We request the District take action(s) according to the California Public Contract and duly consent to the substitution so requested herein.

Please contact me if you have any questions or comments.

Sincerely,

Rob F. Ragland

Rob F. Ragland
Project Director, PE
McCarthy Building Companies, Inc.

CC: Sarah Carr, McCarthy
Stephanie Monsen, McCarthy





Briggs Electric, Inc.

14381 Franklin Ave.
Tustin, California 92780
(714) 544-2500
C10-297836

August 24, 2015

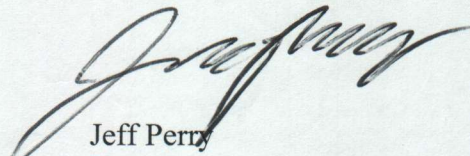
McCarthy Building Companies
20401 S.W. Birch Street
Newport Beach, CA 92660

Attention: Mr. Rob Ragland
Reference: ATEP IVC First Building Removal

Mr. Ragland,

It is with great regret that I have to make this request but at this time Briggs Electric, Inc. cannot agree with the terms of the McCarthy Master Subcontract. Please consider this letter our formal request to have Briggs Electric, Inc. removed from the ATEP project team.

Regards,
Briggs Electric, Inc.



Jeff Perry
President



September 4, 2015

Jeff Perry
Briggs Electric, Inc.
14381 Franklin Ave.
Tustin, CA 92780

Re: Substitution of Subcontractor

Dear Mr. Perry,

We have received from McCarthy Building Companies, Inc. a request for substitution of electrical subcontractor for the ATEP IVC First Building.

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

Sincerely,

Brandye K. D'Lena
Executive Director, Facilities Planning and Purchasing
South Orange County Community College District

Copy: Mary Opel, CM SOCCCD

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Annual Renewal of Microsoft Campus Agreements for District-wide Microsoft Software Use

ACTION: Approval

BACKGROUND

Microsoft software products are used extensively throughout the district.

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

The Microsoft software licensing agreement was renewed in 2014 with ComputerLand of Silicon Valley through an agreement with the Foundation for California Community Colleges (FCCC).

STATUS

The agreement for FY 2015–2016 represents year two of three for the existing agreement.

District Services IT staff recommends the renewal of the Microsoft Campus Licensing Agreement and seeks to renew with ComputerLand of Silicon Valley through the agreement with FCCC. The total purchase price of the annual Microsoft Campus Agreement for both Colleges and the District is \$251,369. Please see EXHIBITS A (District Services and Saddleback) and B (Irvine Valley College). Funds for this license renewal are available through both general expense accounts as well as board approved basic aid project funding.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the annual renewal of a software licensing agreement for the district-wide Microsoft Software Licensing for FY 2015-2016 with ComputerLand of Silicon Valley at a cost not to exceed \$251,369.00.

■ Renewal Worksheet of Saddleback College



Validated Renewal Worksheet for Campus Agreement Licensing

Saddleback College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2015 (Year 2 of 3)

Please use this quote to generate and submit your PO no later than **Monday, 14-Sep-2015** 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 \$57.50	✓	839	\$48,242.50

● 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.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration)	M6K-00001CFU	\$0.00	2000	\$0.00
2.	Office 365 Pro Plus add-on for faculty/staff (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00003CFU	\$0.00	2000	\$0.00
3.	Project Professional per device	H30-00237CFU	\$64.00	40	\$2,560.00
4.	Skype for Business (formerly Lync) Server Plus CAL for ECAL (additive to ECAL suite) per device	YEG-00631CFU	\$9.00	20	\$180.00
5.	Visio Pro per device	D87-01057CFU	\$55.00	30	\$1,650.00
6.	Visual Studio Enterprise w/MSDN per user	MX3-00251CFU	\$299.00	3	\$897.00
7.	Visual Studio Pro w/MSDN per user	77D-00110CFU	\$64.00	2	\$128.00
8.	Visual Studio Team Foundation Svr CAL per device	126-00156CFU	\$38.00	5	\$190.00

9.	Windows VDA per device (Windows Virtual Desktop Access for machines with no OS, e.g. thin clients)	4ZF-00019CFU	\$30.00	200	\$6,000.00
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• Choose Optional Products Licensed per User or Device for Students

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

• Subscription Programs

	Optional Subscriptions	Part Number	Item Price	Select	Ext. Price
1.	IT Academy Subscription	54R-00098CF	\$1,555.00	✓	\$1,555.00
2.	Microsoft Premier Support 2 - Foundation • Support Account Management Hours – 80 • Support Assist Hours (Proactive) + Problem Resolution Hours (Reactive) – 40 • Designated Technical Resource • Two-day Customer Proactive	Premier2-Foundation	\$46,465.00	✓	\$46,465.00

• Server License Options

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Monetary Commitment for usage - use for a variety of Azure services including spinning up VMs, storage, data transfer, etc.	6QK-00001CF	\$1,320.00	5	\$6,600.00
2.	Core Infrastructure Svr Suite Datacenter - Combines Windows Server Datacenter and System Center Data Center Licenses. 1 license covers 2 physical processors and unlimited OSEs/VMs on the licensed physical machine.	FUD-00936CF	\$516.00	3	\$1,548.00
3.	Forefront Identity Mgr Server Live Edition - Discontinued - renewals only (for Live@Edu deployment only - requires Win Svr Ext Connector & SQL per Core licensing)	7VC-00137CF	\$196.00	1	\$196.00
4.	Project Server (requires CALs contained in Project Pro)	H22-00479CF	\$46.00	1	\$46.00
5.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	8	\$4,208.00
6.	Skype for Business Server (formerly Lync Svr - CALs included in Desktop bundle)	5HU-00215CF	\$354.00	1	\$354.00
7.	SQL Server Enterprise Core - 2 Core license pack, 4 Core Minimum per processor (no SQL CALs needed)	7JQ-00341CF	\$1,335.00	30	\$40,050.00
8.	Visual Studio Team Foundation Svr	125-00110CF	\$38.00	1	\$38.00
9.	Windows Server Datacenter - 2 processor (unlimited	P71-07280CF	\$308.00	34	\$10,472.00

	virtualization)				
10.	Windows Server External Connector (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-campus)	R39-00374CF	\$196.00	10	\$1,960.00
11.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	P73-05897CF	\$51.00	8	\$408.00
					TOTAL \$173,747.50

Copyright © 1998-2015 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 Irvine Valley College



Validated Renewal Worksheet for Campus Agreement Licensing

Irvine Valley College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2015 (Year 2 of 3)

Please use this quote to generate and submit your PO no later than **Monday, 14-Sep-2015** 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 \$57.50	✓	503	\$28,922.50

● 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	1000	\$0.00
2.	Azure Rights Management Service (RMS) Premium add-on to Office 365 Education	QC9-00002CFU	\$0.00	1000	\$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	1000	\$0.00
4.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmal) * SharePoint Online Plan 2 (online collaboration	M6K-00001CFU	\$0.00	1000	\$0.00
5.	Office 365 Pro Plus add-on for faculty/staff (free with	5XS-00003CFU	\$0.00	1000	\$0.00

	subscription to Office Pro Plus for all faculty/staff)				
6.	Project Online per faculty/staff user	4ZT-00001CFU	\$0.00	1000	\$0.00
7.	Project Pro for Office 365 per fac/staff user	4TT-00001CFU	\$27.00	30	\$810.00
8.	Project Professional per device	H30-00237CFU	\$64.00	4	\$256.00
9.	Visio Pro per device	D87-01057CFU	\$55.00	10	\$550.00
10.	Visual Studio Enterprise w/MSDN per user	MX3-00251CFU	\$299.00	5	\$1,495.00
11.	Windows Remote Desktop Services (RDS) CAL per device	6VC-01251CFU	\$10.00	25	\$250.00
12.	Windows VDA per device (Windows Virtual Desktop Access for machines with no OS, e.g. thin clients)	4ZF-00019CFU	\$30.00	400	\$12,000.00

• Choose Optional Products Licensed per User or Device for Students

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per student user	965-00002CSU	\$0.00	400000	\$0.00
2.	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
3.	Exchange Online Plan 1 for alumni per user	5RS-00002CSU	\$0.00	400000	\$0.00
4.	InTune per student user when ALL fac/staff is licensed for InTune	U5U-00011CSU	\$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

• Subscription Programs

	Optional Subscriptions	Part Number	Item Price	Select	Ext. Price
1.	IT Academy Subscription	54R-00098CF	\$1,555.00	✓	\$1,555.00

• Server License Options

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Monetary Commitment for usage - use for a variety of Azure services including spinning up VMs, storage, data transfer, etc.	6QK-00001CF	\$1,320.00	5	\$6,600.00
2.	Azure Support Standard for Azure Monetary Commitment (24/7	W6T-00003CF	\$3,900.00	1	\$3,900.00

	break fix support, <2hr response time)				
3.	Core Infrastructure Svr Suite Datacenter - Combines Windows Server Datacenter and System Center Data Center Licenses. 1 license covers 2 physical processors and unlimited OSEs/VMs on the licensed physical machine.	FUD-00936CF	\$516.00	1	\$516.00
4.	Project Server (requires CALs contained in Project Pro)	H22-00479CF	\$46.00	1	\$46.00
5.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	7	\$3,682.00
6.	Skype for Business Server (formerly Lync Svr - CALs included in Desktop bundle)	5HU-00215CF	\$354.00	1	\$354.00
7.	SQL Server Enterprise Core - 2 Core license pack, 4 Core Minimum per processor (no SQL CALs needed)	7JQ-00341CF	\$1,335.00	8	\$10,680.00
8.	Visual Studio Team Foundation Svr	125-00110CF	\$38.00	1	\$38.00
9.	Windows Server Datacenter - 2 processor (unlimited virtualization)	P71-07280CF	\$308.00	16	\$4,928.00
10.	Windows Server External Connector (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-campus)	R39-00374CF	\$196.00	4	\$784.00
11.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	P73-05897CF	\$51.00	5	\$255.00

TOTAL \$77,621.50

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TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Agreement for Phone Hardware Refresh and Support,
Resilient Communications

ACTION: Approval

BACKGROUND

The board approved funding for year three of a district-wide network refresh project for the FY 2014-2015. Part of this project is the replacement of obsolete phone hardware in the classrooms at both college campuses.

STATUS

To complete the Cisco voice hardware refresh, Resilient Communications of Tustin, CA was chosen as the Cisco voice hardware supplier for the campuses. Resilient Communications participates in the Western States Contracting Alliance or WSCA. Their WSCA Contract number is 7-14-70-04

The purchase price of the Cisco voice hardware and support through Resilient Communications is \$151,813.60

Basic Aid funds are available for this purchase.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement with Resilient Communications, Exhibit A, for an amount not to exceed \$151,813.60.

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Dr. Debra Fitzsimons, Vice Chancellor, Business Services*

Project: SOCCCD - Voice Upgrade Combined Locations
 Created On: 07 Aug 2015
 Exp Date: 2 Nov 2015
 Library: 16.0.465
 Lib Creation Date: 07 Jul 2015
 Main Currency: USD



Price List Used: WSCA # NASPO #AR233 (14-19) CA #7-14-70-04 - please notate on your Purchase Order
 Cisco - Global Price List US Availability(Online)

Saddleback CC

Category	Product	Description	Qty	Unit Price	Extended Price	Total Price
Products						
	CP-8841-K9=	Cisco IP Phone 8841	238	495.00	117810.00	47124.00
	CP-8800-WMK=	Wall Mount Kit for Cisco IP Phone 8800 Series	30	75.00	2250.00	900.00
	CP-7926G-W-K9=	Cisco 7926G World Mode; CCM/CCME UL Req'd; Batt/PS Not Inc	26	1050.00	27300.00	10920.00
	CP-7925G-EX-K9=	Cisco Unified Wireless IP Phone 7925G-EX, World Mode	2	950.00	1900.00	760.00
	CP-PWR-7925G-NA=	Cisco 7925G Power Supply for North America	28	45.00	1260.00	504.00
	CP-BATT-7925G-EXT=	Cisco 7925G Battery, Extended	44	95.00	4180.00	1672.00
	VG320	Modular 48 FXS Port VoIP Gateway with PVD3-128	3	10800.00	32400.00	12960.00
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	3	0.00	0.00	0.00
	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	3	Included	Included	Included
	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	3	0.00	0.00	0.00
	SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	3	Included	Included	Included
	SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	3	Included	Included	Included
	SVG3XUK9-15403M	Cisco VG3X0 UNIVERSAL	3	Included	Included	Included
Smartnet						
	CON-SNTP-SMS-1	Cisco SMARTnet Premium - Extended service agreement - replacement - - 24x7 - 4 h (CON-SNTP-VG320ICV)	7,339	1.00	7339.00	4843.74

Irvine Valley CC

Category	Product	Description	Qty	Unit Price	Extended Price	Total Price
Products						
	CP-8841-K9=	Cisco IP Phone 8841	148	495.00	73260.00	29304.00
	CP-8800-WMK=	Wall Mount Kit for Cisco IP Phone 8800 Series	20	75.00	1500.00	600.00
	CP-7926G-W-K9=	Cisco 7926G World Mode; CCM/CCME UL Req'd; Batt/PS Not Inc	17	1050.00	17850.00	7140.00
	CP-7925G-EX-K9=	Cisco Unified Wireless IP Phone 7925G-EX, World Mode	5	950.00	4750.00	1900.00
	CP-PWR-7925G-NA=	Cisco 7925G Power Supply for North America	28	45.00	1260.00	504.00
	CP-BATT-7925G-EXT=	Cisco 7925G Battery, Extended	38	95.00	3610.00	1444.00
	VG320	Modular 48 FXS Port VoIP Gateway with PVD3-128	3	10800.00	32400.00	12960.00
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	3	0.00	0.00	0.00
	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	3	Included	Included	Included
	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	3	0.00	0.00	0.00

	SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	3	Included	Included	Included
	SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	3	Included	Included	Included
	SVG3XUK9-15403M	Cisco VG3X0 UNIVERSAL	3	Included	Included	Included
Smartnet						
	CON-SNTP-SMS-1	Cisco SMARTnet Premium - Extended service agreement - replacement - - 24x7 - 4 h (CON-SNTP-VG320ICV)	7,339	1.00	7339.00	4843.74

District Location

Category	Product	Description	Qty	Unit Price	Extended Price	Total Price
Products						
	VG310	Modular 24 FXS Port VoIP Gateway with PVD3-64	1	5400.00	5400.00	2160.00
	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	0.00	0.00
	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	1	Included	Included	Included
	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	0.00	0.00	0.00
	SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	1	Included	Included	Included
	SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	1	Included	Included	Included
	SVG3XUK9-15403M	Cisco VG3X0 UNIVERSAL	1	Included	Included	Included
Smartnet						
	CON-SNTP-SMS-1	Cisco SMARTnet Premium - Extended service agreement - replacement - - 24x7 - 4 h (CON-SNTP-VG310ICV)	1,221	1.00	1221.00	805.86

Product Total \$130,852.00

Smartnet term is 1/1/2016 thru 7/1/2017

Smartnet Total \$10,493.44

Tax \$10,468.16

Grand Total \$151,813.60

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Trustees' Requests for Attending Conferences
ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC Annual Convention Hyatt Regency SFO, Burlingame, CA	November 19-21, 2015	\$1,525		
CCLC Effective Trusteeship Workshop Sheraton Grand, Sacramento, CA	January 29-31, 2016	\$1,640		
CCLC Annual Legislative Conference Sheraton Grand, Sacramento, CA	January 31- February 1, 2016	\$1,540		

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

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

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Ratification

BACKGROUND

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

STATUS

Purchase orders over \$5,000 amounting to \$852,815.78 and an additional 504 purchase orders below \$5,000 amounting to \$383,940.35 are submitted to the Board of Trustees for approval. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,142 checks in the amount of \$19,791,488.86 as summarized and submitted for the approval by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The 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 6, 2015 through September 8, 2015

PO Number	Supplier	Description	Amount
P170842	Ad Club Advertising Service	Advertising for 2015-2016 Recruitments	85,000.00
P170923	Aguinaga Green, Inc.	Annual Grounds Supplies - IVC	5,167.80
P170753	Allseating c/o Pivot Interiors	Ergonomic Chairs Stock	6,915.46
P171144	Allsteel c/o Corp Business Interiors	Office Furniture for Student Service Center	8,746.53
P170823	BSN Sports	Baseball Supplies	13,680.97
P170702	Capp Associates, Inc.	College Testing Units	14,199.40
P171201	CDW Government, Inc.	Xerox Phaser 7800GX for Marketing	5,065.14
P171016	City of Irvine	Purchase and Sale of Easement from City of Irvine	31,729.38
P170919	Clark Security Products, Inc.	Annual Locksmith Supplies	11,126.84
P170853	Computer Protection Technology	Batteries and Replacement Services for District	7,500.95
P171142	Corporate Business Interiors	Remodeling of Counseling Office	16,281.38
P171143	Corporate Business Interiors	Furniture Installation for Counseling Center	7,309.44
P171209	Dell Marketing	Dell Computer PowerEdge T630 Server	8,701.22
P170721	Department of Justice Accounting Office	State and Federal Dept. of Justice Fingerprinting	65,000.00
P171191	Eastbay Team Sports	Men's Basketball Supplies	14,815.96
P170821	Eastbay Team Sports	Women's Basketball Supplies	13,100.18
P170927	Eberhard Equipment	Mower for Grounds Dept.	34,040.00
P170914	Economic Alternatives, Inc.	Annual Heating, Ventilation and Air Conditioning	14,497.61
P171078	Ewing Irrigation Products	Annual Irrigation Supplies	7,189.62
P170826	Fisher Scientific	Chemicals, Glassware, and Supplies for Chemistry	7,500.00
P170770	Gale Supply Company	IVC 2nd Year Renewal Bid 305D Janitorial Supplies	20,832.98
P171051	Graybar Electric Company	Annual Order: Electrical Supplies	6,922.53
P170954	Higher One, Inc.	Debit Card Services for Irvine Valley from 7/1/15 to	5,000.00
P171052	Irvine Ranch Water District	Water for Advanced Tech Edu. Park	5,000.00
P170800	J. W. Pepper & Son, Inc.	Sheet Music for Music Classes	8,100.00
P170916	MI Filters	Annual Heating, Ventilating, Air Conditioning Filters	7,248.92
P170697	Orange County Business Council	Institutional Membership Renewal for SOCCCD	25,000.00
P170696	Orange Empire Conference	Orange Empire Conf. Annual Membership Renewal	5,500.00
P170690	Parkhouse Tire, Inc.	Annual Transportation Supplies	5,661.55
P170705	PJ Printers	Printing of the Wall - A Literary Journal 2015	5,250.00
P170707	Proforce Law Enforcement	Body Armor for Office of Safety and Security	11,759.13
P171135	ProMax Systems	Phase III Video Post Production System for	10,293.48
P170700	Queen Beach Printers, Inc.	Printing of Saddleback College Fine Arts Mailer	6,352.68
P170883	Repay Trust Account	Officials Fees for 2015-2016 Academic Year/Sports	40,000.00
P171178	S & B Foods Catering Division	Events Sponsored by the President's Office	5,000.00
P170718	Saddleback Bookstore	Textbooks Through the Terms of Enrollment	5,000.00
P170857	San Diego Gas & Electric	Gas and Electric Usage	31,965.00
P170699	Totty Printing	Printing for Counseling - Advisement Sheets	5,025.00
P170691	Unisource Worldwide	SC 2nd Year Renewal Bid 305D Janitorial Supplies	34,572.64
P170756	Unisource Worldwide	IVC 2nd Year Renewal Bid 305D Janitorial Supplies	30,395.30
P170809	Verizon	Monthly Verizon Cell Service	5,000.00
P170915	W. W. Grainger	Annual HVAC Supplies - IVC	6,045.07
P170750	Waxie Sanitary Supply	Equipment to Clean Tile in Restrooms	18,689.70
P170752	Waxie Sanitary Supply	Annual Janitorial Supplies	18,529.94
P170758	Waxie Sanitary Supply	IVC 2nd Year Renewal Bid 305D Janitorial Supplies	15,648.74
P171130	Wells Fargo Banks Account Analysis	Wells Fargo Bank Analysis Fees for FY 2015-2016	80,000.00
P171131	Xerox Corporation	2015-2016 Lease for Xerox WorkCentre 7775	10,282.80
P170991	Xerox Corporation	Xerox Copier Lease - District Purchasing	7,998.36
P171190	YBP Library Services	Books for Library	30,000.00
P171049	Zygo Corporation	Equipment for Photonics Program Laser Head	8,174.08

852,815.78

454 Purchase Orders Under \$5,000

383,940.35

TOTAL PURCHASE ORDERS

1,236,756.13



South Orange County Community College District

EXHIBIT B
Page 1 of 1

Purchase Order Ratification (Amount)

August 6, 2015 through September 8, 2015

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P170842	Ad Club Advertising Service	Advertising for 2015-2016 Recruitments	85,000.00
P171130	Wells Fargo Banks Account Analysis	Wells Fargo Bank Analysis Fees for FY 2015-2016	80,000.00
P170721	Department of Justice Accounting Office	State and Federal Dept. of Justice Fingerprinting	65,000.00
P170883	Repay Trust Account	Officials Fees for 2015-2016 Academic Year/Sports	40,000.00
P170691	Unisource Worldwide	SC 2nd Year Renewal Bid 305D Janitorial Supplies	34,572.64
P170927	Eberhard Equipment	Mower for Grounds Dept.	34,040.00
P170857	San Diego Gas & Electric	Gas and Electric Usage	31,965.00
P171016	City of Irvine	Purchase and Sale of Easement from City of Irvine	31,729.38
P170756	Unisource Worldwide	IVC 2nd Year Renewal Bid 305D Janitorial Supplies	30,395.30
P171190	YBP Library Services	Books for Library	30,000.00
P170697	Orange County Business Council	Institutional Membership Renewal for SOCCCD	25,000.00
P170770	Gale Supply Company	IVC 2nd Year Renewal Bid 305D Janitorial Supplies	20,832.98
P170750	Waxie Sanitary Supply	Equipment to Clean Tile in Restrooms	18,689.70
P170752	Waxie Sanitary Supply	Annual Janitorial Supplies	18,529.94
P171142	Corporate Business Interiors	Remodeling of Counseling Office	16,281.38
P170758	Waxie Sanitary Supply	IVC 2nd Year Renewal Bid 305D Janitorial Supplies	15,648.74
P171191	Eastbay Team Sports	Men's Basketball Supplies	14,815.96
P170914	Economic Alternatives, Inc.	Annual Heating, Ventilation and Air Conditioning	14,497.61
P170702	Capp Associates, Inc.	College Testing Units	14,199.40
P170823	BSN Sports	Baseball Supplies	13,680.97
P170821	Eastbay Team Sports	Women's Basketball Supplies	13,100.18
P170707	Proforce Law Enforcement	Body Armor for Office of Safety and Security	11,759.13
P170919	Clark Security Products, Inc.	Annual Locksmith Supplies	11,126.84
P171135	ProMax Systems	Phase III Video Post Production System for	10,293.48
P171131	Xerox Corporation	2015-2016 Lease for Xerox WorkCentre 7775	10,282.80
P171144	Allsteel c/o Corp Business Interiors	Office Furniture for Student Service Center	8,746.53
P171209	Dell Marketing	Dell Computer PowerEdge T630 Server	8,701.22
P171049	Zygo Corporation	Equipment for Photonics Program Laser Head	8,174.08
P170800	J. W. Pepper & Son, Inc.	Sheet Music for Music Classes	8,100.00
P170991	Xerox Corporation	Xerox Copier Lease - District Purchasing	7,998.36
P170853	Computer Protection Technology	Batteries and Replacement Services for District	7,500.95
P170826	Fisher Scientific	Chemicals, Glassware, and Supplies for Chemistry	7,500.00
P171143	Corporate Business Interiors	Furniture Installation for Counseling Center	7,309.44
P170916	MI Filters	Annual Heating, Ventilating, Air Conditioning Filters	7,248.92
P171078	Ewing Irrigation Products	Annual Irrigation Supplies	7,189.62
P171051	Graybar Electric Company	Annual Order: Electrical Supplies	6,922.53
P170753	Allseating c/o Pivot Interiors	Ergonomic Chairs Stock	6,915.46
P170700	Queen Beach Printers, Inc.	Printing of Saddleback College Fine Arts Mailer	6,352.68
P170915	W. W. Grainger	Annual HVAC Supplies - IVC	6,045.07
P170690	Parkhouse Tire, Inc.	Annual Transportation Supplies	5,661.55
P170696	Orange Empire Conference	Orange Empire Conf. Annual Membership Renewal	5,500.00
P170705	PJ Printers	Printing of the Wall - A Literary Journal 2015	5,250.00
P170923	Aguinaga Green, Inc.	Annual Grounds Supplies - IVC	5,167.80
P171201	CDW Government, Inc.	Xerox Phaser 7800GX for Marketing	5,065.14
P170699	Totty Printing	Printing for Counseling - Advisement Sheets	5,025.00
P170718	Saddleback Bookstore	Textbooks Through the Terms of Enrollment	5,000.00
P170809	Verizon	Monthly Verizon Cell Service	5,000.00
P170954	Higher One, Inc.	Debit Card Services for Irvine Valley from 7/1/15 to	5,000.00
P171052	Irvine Ranch Water District	Water for Advanced Tech Edu. Park	5,000.00
P171178	S & B Foods Catering Division	Events Sponsored by the President's Office	5,000.00

852,815.78

454 Purchase Orders Under \$5,000

522,272.34

TOTAL PURCHASE ORDERS

1,375,088.12



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

August 6, 2015 through September 8, 2015

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
General Fund	964	14,414,463.88
SC Community Education	26	47,322.39
IVC Community Education	5	248.60
Child Development Fund	11	87,310.59
Capital Outlay Fund	107	4,755,796.64
Insurance Fund	4	4,417.99
Retiree Benefit Fund	4	394,721.10
SC Associated Student Government	5	4,557.90
IVC Associated Student Government	16	82,649.77
Total Checks	1,142	\$19,791,488.86

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: August 2015 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 \$86,000 for equipment, supplies and maintenance projects. During August 2015, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

CONTRACTOR NAME

CONTRACT AMOUNT

<u>Quick Caption</u> Amendment No 2 – For additional captioning services amendment of \$21,348 for new total of \$96,384. Saddleback College	\$96,384.00
<u>Kinsman Construction</u> Change Order No 2 – For repair of soil and concrete, amendment of \$5,000 for new total of \$67,346.83 for the emergency water main break. Saddleback College	\$67,346.83
<u>Earthspectives</u> Amendment No 1 – For additional consultant services on the Science Building project, amendment of \$20,000 for new total of \$64,975. Saddleback College	\$64,975.00
<u>Kinsman Construction</u> Change Order No 1 – For additional work at the TAS building, amendment of \$23,041 for new total of \$67,346.83 for the emergency water main break. Saddleback College	\$62,346.83
<u>Flewelling & Moody</u> Construction Agreement – For architectural services for Campus Safety and BSTIC buildings. Irvine Valley College	\$61,000.00

<u>Goodwill Industries of OC</u> Service Agreement – For interpreting services for hearing impaired students. Saddleback College	\$50,000.00
<u>Ed 2 Go</u> Educational Service Agreement – For community education online classes. Irvine Valley College	\$45,500.00
<u>Johnson Brothers</u> License to use Agreement – For license to use land at Irvine Valley College. Irvine Valley College	\$43,000.00 revenue
<u>COMEVO</u> Hosting Agreement – For online orientation hosting services. Saddleback College	\$39,000.00
<u>Driving Miz. Daisy</u> Amendment No 1 – For an extension of term for the Vintage market from June 30, 2015 to June 30, 2016 and for a decrease of \$48,000 to new total of \$36,000 annually. Saddleback College	\$36,000.00 revenue
<u>Total Recall Captioning</u> Independent Contractor Agreement – For onsite captioning services in the classroom. Irvine Valley College	\$35,000.00
<u>COMEVO</u> Hosting Agreement – For online orientation hosting services. Irvine Valley College	\$33,000.00
<u>Mike Brown Grandstands</u> Rental Agreement – For rental of grandstands at the football stadium. Saddleback College	\$29,000.00
<u>RD Systems, Inc</u> Services Agreement – For video management and recording storage system software. Irvine Valley College	\$22,726.20
<u>Smarthinking, Inc</u> Statement of Work – For online tutoring services for FY 2015-2016. Irvine Valley College	\$20,000.00
<u>Marlys Grodt</u> Independent Contractor Agreement – For professional employee classification and compensation services used by Human Resources. District Services	\$20,000.00

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

<u>Prometric, Inc</u> Services Agreement – To provide approved testing and exam services. Irvine Valley College	\$18,000.00
<u>Pam Deegan</u> Independent Contractor Agreement – For consultant services regarding enrollment management. Saddleback College	\$15,800.00
<u>Dick Vosper Broadcast Services</u> Independent Contractor Agreement – For engineering work for KSBR-FM for FCC compliance. Saddleback College	\$15,000.00
<u>Jennifer Wijinker</u> Independent Contractor Agreement – For administrative support to CA Career Café director. Irvine Valley College	\$15,000.00
<u>New Vision Construction</u> Change Order No 1 – For structural floor reinforcements for Village 33-1, amendment \$6,204.08 to new total of \$14,999.29 Saddleback College	\$14,999.29
<u>Haitbrink Asphalt Paving, Inc</u> Construction Agreement – For landscape improvements for AGB landscape project. Saddleback College	\$14,860.00
<u>Essence Entertainment</u> Independent Contractor Agreement – For guest musicians for the FY 2015-2016 concert season. Irvine Valley College	\$13,000.00
<u>Vidiflo, LLC/Rich Rosenwing</u> Independent Contractor Agreement – For wiring, engineering and repair services for the Cinema, TV & Radio department. Saddleback College	\$12,000.00
<u>Lee Armstrong Company</u> Change Order No 1 – For installation of additional carpet in SSC counseling rooms, amendment \$2,810 to new total of \$11,807. Saddleback College	\$11,807.00
<u>Haitbrink Asphalt Paving, Inc</u> Construction Agreement – For paving of Fine Arts access road. Saddleback College	\$11,550.00
<u>Jack Hollywood</u> Independent Contractor Agreement – For creation of a web page for CA Career Café website. Irvine Valley College	\$11,250.00

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

<u>Academic Works</u> Independent Contractor Agreement – For maintenance of online scholarships and student aid applications. Irvine Valley College	\$11,000.00
<u>Western Graphics Plus</u> Software Agreement – For marketing materials for the Deputy Sector Navigator Energy Efficiency and Utilities project. Irvine Valley College	\$10,250.00
<u>Cutting Edge Systems</u> Independent Contractor Agreement – For repair of laser cutter used in design model-making program. Irvine Valley College	\$10,067.20
<u>Bravo Sign & Design</u> Independent Contractor Agreement – For maintenance of exterior college directory and street signs. Saddleback College	\$10,000.00
<u>United Site Services</u> Independent Contractor Agreement – For portable restroom rental at Horticulture and Baseball field. Saddleback College	\$10,000.00
<u>Advanta Energy Corp</u> Independent Contractor Agreement – For professional energy consultant services. Saddleback College	\$9,600.00
<u>Kratos HBE</u> Services Agreement – For maintenance services of security badge readers at the Health Services/District Services building. District Services	\$9,406.78
<u>BeSafe Technologies Inc</u> Independent Contractor Agreement – For update of floorplans and building drawings. Saddleback College	\$9,000.00
<u>Douglas Westlake</u> Independent Contractor Agreement – For piano tuning and repairs in the music department. Saddleback College	\$8,950.00
<u>SmartBear AlertSite</u> Software Service Agreement – For subscription renewal of online monitoring and alert services. District Services	\$8,602.32
<u>The Nossovitch Group</u> Service Agreement – For training services for the management retreat on September 17, 2015. Saddleback College	\$8,500.00

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

<u>SARS Software Products, Inc</u> Software Agreement – A scheduling software used to track students appointments and lab attendance campus-wide. Irvine Valley College	\$8,200.00
<u>Purple Interpreting Services</u> Independent Contractor Agreement – For interpreting services for hearing impaired students. Irvine Valley College	\$8,000.00
<u>JM Justus Fence Co</u> Construction Agreement – For installation of safety fencing at stadium bleachers. Saddleback College	\$7,504.00
<u>SARS Software Products, Inc</u> Software Agreement – A scheduling software used to track students appointments and lab attendance campus-wide. Saddleback College	\$7,360.00
<u>Accommodating Ideas, Inc</u> Independent Contractor Agreement – For interpreting services for hearing impaired students. Irvine Valley College	\$7,000.00
<u>Johnson Flooring, Inc</u> Amendment No 1 – For additional floor maintenance services on the Gym floor project, amendment of \$500 for new total of \$7,000. Saddleback College	\$7,000.00
<u>Cal Building Systems Inc</u> Construction Agreement – For repair of deficiencies found during annual inspections. Irvine Valley College	\$5,955.00
<u>Pacific Parking Systems, Inc</u> Independent Contractor Agreement – For maintenance agreement for Park UR Self System used by Police department. Saddleback College	\$5,820.00
<u>Pristine Possibilities</u> Educational Service Agreement – For community education Bricks 4 Kids classes. Saddleback College	\$5,400.00
<u>IBM SPSS</u> Software Agreement – For renewal of statistics software used in the math department. Irvine Valley College	\$5,165.00

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

<u>This I Believe, Inc</u> License Agreement – For license to publish student essays. Irvine Valley College	\$5,000.00
<u>Peninsula Pride</u> Independent Contractor Agreement – For embroidery services for athletic department. Irvine Valley College	\$5,000.00
<u>Haitbrink Asphalt Paving, Inc</u> Construction Agreement – For temporary parking lot striping in the driving range parking lot. Saddleback College	\$4,900.00
<u>Barkshire Laser Leveling, Inc</u> Construction Agreement – For baseball infield repairs. Irvine Valley College	\$4,700.00
<u>Economic Alternatives</u> Independent Contractor Agreement – For annual water treatment. Irvine Valley College	\$4,515.00
<u>Quezada Pro Landscape</u> Independent Contractor Agreement – For tree trimming at the SSC and Library. Irvine Valley College	\$4,455.00
<u>Quality Matters</u> Independent Contractor Agreement – For professional development workshop for college administrators. Saddleback College	\$4,300.00
<u>Payphone Stations Services</u> Services Agreement – For maintenance of payphones campus- wide. Irvine Valley College	\$4,200.00
<u>Alexander Leigh</u> Independent Contractor Agreement – For guest artist for FY year 2015-2016. Saddleback College	\$4,040.00
<u>Kent Helwig</u> Independent Contractor Agreement – For guest musician for the Hairspray performance. Irvine Valley College	\$4,000.00
<u>United Site Services</u> Independent Contractor Agreement – For portable restroom rental at baseball field. Irvine Valley College	\$3,735.75

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

<u>Williams Recordings</u> Independent Contractor Agreement – For editing and recording services for the music department. Irvine Valley College	\$3,500.00
<u>Psychological Consulting Associates, Inc</u> Independent Contractor Agreement – To provide professional pre-employment psychological examination services to be used by Office of Human Resources. District Services	\$3,500.00
<u>Liebert Cassidy Whitmore</u> Service Agreement – For expert legal training services to be used by Office of Human Resources. District Services	\$3,500.00
<u>OC Auto Collison</u> Independent Contractor Agreement – For repair of police vehicle. Irvine Valley College	\$3,499.84
<u>American Psychological Association</u> Software License Agreement – For renewal of PsychARTICLES used by the Library. Irvine Valley College	\$3,421.25
<u>At Last Window Coverings</u> Construction Agreement – For window coverings for LRC offices. Saddleback College	\$3,310.36
<u>Estela M Bensimon</u> Independent Contractor Agreement – For guest speaker during Flex Week on January 16, 2016. Saddleback College	\$3,000.00
<u>David Stoneman</u> Independent Contractor Agreement – For piano tuning for the FY 2015-2016 concert season. Irvine Valley College	\$3,000.00
<u>The Embroidery Store</u> Independent Contractor Agreement – For embroidery services for athletic teams. Irvine Valley College	\$3,000.00
<u>Mark IV Communications, Inc</u> Independent Contractor Agreement – For installation of new 5e cat cables in MAP lab. Irvine Valley College	\$3,000.00

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

<u>Gary Kusunoki</u> Service Agreement – For on-site parking citation hearing services for the Campus Police department. Saddleback College	\$3,000.00
<u>Orange County Sports Services</u> Independent Contractor Agreement – For ticketing services for college athletics homes games. Saddleback College	\$3,000.00
<u>Floor Tech Group</u> Independent Contractor Agreement – For installation of flooring in the Health Center. Saddleback College	\$2,900.00
<u>Jared Scott</u> Independent Contractor Agreement – For piano tuning for music department. Irvine Valley College	\$2,800.00
<u>One Zero Digital Media, LLC</u> Independent Contractor Agreement – For creation of video content to promote programs and events on the school website. Irvine Valley College	\$2,800.00
<u>Gary Kusunoki</u> Service Agreement – For on-site parking citation hearing services for the Campus Police department. Irvine Valley College	\$2,800.00
<u>Care4Yoga</u> Educational Service Agreement – For community education yoga classes. Saddleback College	\$2,700.00
<u>JM Justus Fence Co</u> Construction Agreement – For installation of fencing and gate at the stadium coaches box. Saddleback College	\$2,648.00
<u>Sunburst Shutters</u> Independent Contractor Agreement – For installation of window blinds in the Health Center. Irvine Valley College	\$2,524.82
<u>Coast Fitness Repair Shop</u> Service Agreement – For maintenance of fitness equipment in the Fitness center and classrooms. Saddleback College	\$2,400.00

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

<u>Johnny Pak</u> Educational Services Agreement – For community education financial classes. Irvine Valley College	\$2,340.00
<u>Vital Link</u> Independent Contractor Agreement – Vendor will serve as payment provider for the California Career Pathways grant. Irvine Valley College	\$2,210.00
<u>Sound Image</u> Maintenance Service Agreement – For sound maintenance services for the McKinney Theatre for FY 2015/2016. Saddleback College	\$2,000.00
<u>QwessCoast Productions</u> Independent Contractor Agreement – For DJ services for campus events August 26, 2015. Irvine Valley College	\$2,000.00
<u>Mark IV Communications, Inc</u> Independent Contractor Agreement – For cable and jack installation in lab. Irvine Valley College	\$2,000.00
<u>Stancil Corporation</u> Independent Contractor Agreement – For radio and phone voice recording maintenance for Police department. Irvine Valley College	\$1,985.00
<u>Zoom Video Communications, Inc.</u> Software Agreement – For renewal of online meeting services. Irvine Valley College	\$1,738.50
<u>Haz Rental Center</u> Independent Contractor Agreement – For tent rentals for Transfer Day College Fair on September 2, 2015. Saddleback College	\$1,700.00
<u>Eureka</u> Software License Amendment – For extension of counseling department software for the term from September 1, 2015 thru August 31, 2016. Irvine Valley College	\$1,506.60
<u>MKH Medical Electronics</u> Independent Contractor Agreement – For maintenance of physical therapy equipment. Saddleback College	\$1,500.00
<u>Douglas Westlake</u> Independent Contractor Agreement – For piano tuning services for the McKinney Theatre. Saddleback College	\$1,500.000

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

<u>Digital Crew, Ltd.</u> Software Agreement – For online-project management by Technology Services. Irvine Valley College	\$1,393.00
<u>Music Theatre International</u> License Agreement – For Beauty & The Beast theatre production. Saddleback College	\$1,344.60
<u>Neil Hamamura</u> Independent Contractor Agreement – For guest musician for jazz concerts. Irvine Valley College	\$1,300.00
<u>Mark IV Communications, Inc</u> Independent Contractor Agreement – For installation of cables in computer lab. Irvine Valley College	\$1,200.00
<u>Dayle McIntosh Center</u> Service Agreement – For interpreting services for the deaf instructors. Saddleback College	\$1,200.00
<u>Lighting Tools</u> Software License Agreement – For software which provides SharePoint site owners content permissions. District Services	\$1,148.00
<u>Jeffrey Segal</u> Independent Contractor Agreement – For guest musician for production of Hairspray. Irvine Valley College	\$1,105.00
<u>Electrical Reliability Services</u> Independent Contractor Agreement – For emergency diagnostic services of the main breaker. Irvine Valley College	\$1,050.00
<u>David Lisker</u> Independent Contractor Agreement – For guest musician for the Hairspray performance. Irvine Valley College	\$1,040.00
<u>Pro-Comm Systems</u> Independent Contractor Agreement – For fire alarm monitoring services campus-wide. Saddleback College	\$1,000.00
<u>Polished Image</u> Independent Contractor Agreement – For embroidery services for athletics department. Saddleback College	\$1,000.00

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

<u>Dr Angela Colombo</u> Independent Contractor Agreement – For guest speaker for the Medical Assistant program. Saddleback College	\$1,000.00
<u>Magnus Health</u> Software Agreement – For renewal of medical records software used by the Health Center. Irvine Valley College	\$1,000.00
<u>Julie Preston-Smith</u> Independent Contractor Agreement – For consultant services with the CA Career Café, working with the project director. Irvine Valley College	\$1,000.00
<u>VoiceThread</u> Software Agreement – For renewal of subscription used in language lab. Irvine Valley College	\$999.00
<u>Refrigeration Unlimited, Inc</u> Independent Contractor Agreement – For maintenance and repair services to all ice machines in the athletics division. Saddleback College	\$960.00
<u>Saul Reynoso/Mariachi Toro</u> Independent Contractor Agreement – For guest artist for the production of Hairspray. Irvine Valley College	\$960.00
<u>JM Justus Fence Co</u> Construction Agreement – For installation of chain link fencing at the LRC. Saddleback College	\$960.00
<u>Telestream</u> Software Agreement – For purchase of Caption Maker Pro to be used in the TV production department. Irvine Valley College	\$825.00
<u>Antimite Termite & Pest Control</u> Independent Contractor Agreement – For pest control services for child care center. Irvine Valley College	\$780.00
<u>CDM Yogurt</u> Independent Contractor Agreement – For frozen yogurt services on campus for Flex week, August 13, 2015. Irvine Valley College	\$755.00
<u>David Lisker</u> Independent Contractor Agreement – For guest artist on August 29, 2015 for piano performance concert. Irvine Valley College	\$750.00

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

<u>Joon Sung Jun</u> Independent Contractor Agreement – For guest artist on August 29, 2015 for piano performance concert. Irvine Valley College	\$750.00
<u>Darryl Dennis Photography</u> Independent Contractor Agreement – For photography service for the Golf teams. Irvine Valley College	\$750.00
<u>Arrowhead Direct</u> Service Agreement – For renewal of water filtration system. Saddleback College	\$650.00
<u>PlayMaker</u> Software Agreement – For visual scripting used in Media Arts classes. Irvine Valley College	\$625.00
<u>Spectrum Fire Protection</u> Independent Contractor Agreement – For fire hydrant testing at the Workday portables project. Saddleback College	\$600.00
<u>100 Pianos</u> Software License Agreement – For software hosting service for the Library. Saddleback College	\$600.00
<u>Cheryl Hayashi</u> Independent Contractor Agreement – For guest speaker in the Science Lecture series on October 23, 2015. Saddleback College	\$600.00
<u>Clarke and Associates</u> Independent Contractor Agreement – For creation of plaque for ceremony on September 11, 2015. Irvine Valley College	\$540.97
<u>Shred-It</u> Service Agreement – For paper shredding services for Community Education department. Saddleback College	\$500.00
<u>Unique Management Services</u> Independent Contractor Agreement – For Library fee collection services. Saddleback College	\$500.00
<u>Saul Reynoso/Mariachi Toro</u> Independent Contractor Agreement – For guest band to play for dedication event on September 24, 2015. Irvine Valley College	\$500.00

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

<u>Martha Daniel</u> Independent Contractor Agreement – For guest speaker at the 9/11 ceremony on September 11, 2015. Irvine Valley College	\$500.00
<u>Sam Mihara</u> Independent Contractor Agreement – For guest speaker for guest lecture on January 22, 2016. Saddleback College	\$500.00
<u>Phoenix Business Solutions</u> Maintenance Agreement – For services on copier in the Facilities and Maintenance department. Irvine Valley College	\$500.00
<u>Gnomon</u> Software Agreement – For visual effects software used in Digital Media Arts classes. Irvine Valley College	\$499.00
<u>Paul Carman</u> Independent Contractor Agreement – For guest artist for Fine Arts on August 20, 2015. Saddleback College	\$450.00
<u>FunFlicks Outdoor Movies</u> Rental Agreement – For rental of movie screen and projection system for event on August 24, 2015. Saddleback College	\$345.89
<u>Christian Regul</u> Independent Contractor Agreement – For guest artist for Fine Arts, 2015-2016. Saddleback College	\$320.00
<u>Survey Monkey</u> Software License Agreement – For purchase of online survey software. Irvine Valley College	\$300.00
<u>Nub Games, Inc</u> Software License Agreement – For customer service communication software for the Library. Saddleback College	\$300.00
<u>Connie Bowin</u> Independent Contractor Agreement – To provide horse therapy for Veterans at equestrian facility in Orange Park Acres. Irvine Valley College	\$300.00
<u>Ross Madison</u> Independent Contractor Agreement – For videotaping services for the men's basketball program. Irvine Valley College	\$250.00

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

<u>T3 Motion</u> Amendment No 1 – For additional repair services on the police vehicle, amendment of \$125 for new total of \$250. Irvine Valley College	\$250.00
<u>Mad Science</u> Educational Services Agreement – For community education kid science classes. Irvine Valley College	\$237.00
<u>H2 Environmental Consulting Services</u> Amendment No 1 – For additional sample analysis services on the Science Building project, amendment of \$255 for new total of \$2,080 Saddleback College	\$225.00
<u>Jultrey, Inc</u> Independent Contractor Agreement – For guest artist on August 27, 2015. Saddleback College	\$200.00
<u>Kendall Kay</u> Independent Contractor Agreement – For guest artist on August 27, 2015. Saddleback College	\$200.00
<u>Prezi</u> Software Agreement – To provide online presentation tools for marketing at ATEP. Irvine Valley College	\$159.00
<u>American Meteorological Society</u> Software License Agreement – For online weather course for Geology 7 class. Saddleback College	\$149.00
<u>Argosy University</u> Consortium Agreement – For psychology student internships. Saddleback College	\$0.00
<u>City of Mission Viejo</u> Facility Use Agreement – For Consultation Council retreat on August 21, 2015. Saddleback College	\$0.00
<u>Orange County Career Pathways Partnership</u> Amendment #1 – To revise reporting and accounting processes only. No change to grant award. Irvine Valley College	\$0.00
<u>City of Aliso Viejo</u> Facility Use Agreement – For rental of Iglesia Park Community Center for the community education program. Saddleback College	\$0.00

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

<u>David Dluzak</u> Amendment No 1 – No Cost extension to September 30, 2015 for the CA Career Café grant project. Irvine Valley College	\$0.00
<u>e-Transcript/XAP Corporation</u> Independent Contractor Agreement – For an electronic transcript system. Saddleback College	\$0.00
<u>Orange County Career Pathways Partnership</u> Amendment #1 – To update reporting and accounting processes only, no change to grant award. Saddleback College	\$0.00
<u>Rancho Santiago Community College District</u> Grant Sub-Agreement –IVC will implement the Infusing CTE Curriculum with Global Business Content grant, August 15, 2015 – December 15, 2015. Saddleback College	\$0.00
<u>Whittier Hospital Medical Center</u> Affiliation Agreement – To provide nursing program students with clinical hours for externship. Saddleback College	\$0.00
<u>Sobertec Treatment Center</u> Clinical Agreement – To provide Human Services program students with clinical hours for internship. Saddleback College	\$0.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Appointment of Trustee Representative for 2015

ACTION: Approval

BACKGROUND

An annual Organizational Meeting of the Board of Trustees was held on Monday, December 15, 2014, for the purpose of electing officers of the Board, appointing a secretary and an assistant secretary of the Board, appointing Trustee representatives to various committees and organizations, establishing regular Board meeting dates and times, establishing an agenda planning calendar and approving the Board meeting agenda format.

STATUS

At the Organizational Meeting, Trustee Nancy Padberg was appointed to serve as a representative on the District Audit Committee. Due to Trustee Padberg's resignation from the board, the action to nominate a representative to the District Audit Committee to serve for the remainder of the year is being requested.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees take separate action on nominating one trustee to serve as a representative to the District Audit Committee to serve on the Pre-Audit and Exit meetings until the next Organizational meeting on December 14, 2015.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

ACTION: Approval

BACKGROUND

Education Code Section 72024 (d) was amended to read "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district."

STATUS

Trustee Tim Jemal was absent from the August 24, 2015 board meeting due to family matters.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 15-37 (Exhibit A) authorizing payment to Trustee Jemal who was absent from the August 24, 2015 meeting of the Board of Trustees.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

**RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT
FROM BOARD MEETING**

RESOLUTION 15-37

Section 72024 (d) provides that "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district;" and

WHEREAS, on August 24, 2015, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee Tim Jemal could not be present at the meeting; and
WHEREAS, it was determined that Trustee Jemal's absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Jemal shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, August 24, 2015.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: 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 conferences.

Board members completed the ethics training by June 30, 2015 with the exception of Trustee Terri Whitt who was provisionally appointed to the SOCCCD Board of Trustees on August 19, 2015.

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 chancellor recommends approval of the Report of Chancellor and Trustee Travel Expenditures for the period of September 1, 2014 through August 31, 2015 (Exhibit A) and Report of Total Annual Trustee Compensation for FY 2014-15 (Exhibit B). These reports will be posted on the district website.

Item Submitted By: Gary L. Poertner, Chancellor

Expenses for Board Members & Chancellor September 1, 2014 through August 30, 2015

Prepared October 17, 2014

Name	Description	Amount Paid	Total by Name
TRUSTEE			
Jemal, Timothy	OCSBA Annual Dinner Meeting in Irvine, CA	\$32.00	
Jemal, Timothy	CCLC Annual Convention & Partner Conferences in Rancho Mirage, CA	\$1,025.65	
Jemal, Timothy	OCSBA/ACSA Region XVII Dinner Meeting in Irvine, CA	\$32.00	
Jemal, Timothy	OCBC Chairman's Leadership Breakfast in Costa Mesa, CA	\$85.00	\$1,174.65
Lang, David B.	OCSBA/ACSA Region XVII Joint Dinner Meeting in Irvine, CA	\$32.00	\$32.00
Milchiker, Marcia	OCBC Election Day Lunch in Anaheim, CA	\$100.97	
Milchiker, Marcia	Southern California Conferences for Undergraduate Research in Fullerton, CA	\$127.92	
Milchiker, Marcia	South Orange County Economic Report in Mission Viejo, CA	\$34.60	
Milchiker, Marcia	Irvine Chamber of Commerce Legends & Leaders Luncheon in Irvine, CA	\$40.00	\$303.49
Momand, Lemar (Student Trustee)	CCLC Student Trustees Workshop in Costa Mesa, CA	\$435.10	\$435.10
Padberg, Nancy	OCSBA Annual Dinner Meeting in Irvine, CA	\$32.00	\$32.00
Pendergast, T.J.	OCSBA Annual Dinner Meeting in Irvine, CA	\$32.00	
Pendergast, T.J.	OCSBA/ACSA Region XVII Dinner Meeting in Irvine, CA	\$32.00	\$64.00
Wright, Jim	OCSBA/ACSA Region XVII Dinner Meeting in Irvine, CA	\$32.00	
Wright, Jim	OCSBA Annual Dinner Meeting in Irvine, CA	\$32.00	\$64.00
Total Travel: Trustees		\$2,105.24	\$2,105.24
Poertner, Gary	CCLC Southern CEO Conference in Lake Arrowhead, CA	\$903.48	
Poertner, Gary	OCBC Chairman's Leadership Breakfast in Costa Mesa, CA	\$85.00	\$988.48
Total Travel: Chancellor		\$988.48	\$988.48

SOCCCD BOARD OF TRUSTEES - ANNUAL COMPENSATION

Employee	Annual Salary - Schedule	Health & Welfare Benefits	Total Annual Compensation
Board of Trustees Member	\$ 9,000.00	\$ 22,961.14	\$ 31,961.14
Student Trustee Member	\$ 4,500.00	\$ -	\$ 4,500.00

Employee	FYTD Compensation 2014-2015	Health & Welfare Benefits	Total Fiscal Year Compensation
T. J. Prendergast, III, President	\$ 9,000.00	\$ 22,961.14	\$ 31,961.14
Timothy Jemal, Vice President	\$ 9,000.00	\$ 22,951.14	\$ 31,951.14
James R. Wright, Clerk	\$ 9,000.00	\$ 22,672.14	\$ 31,672.14
William O. Jay, Member (7/1/14 - 3/2/15)	\$ 6,000.00	\$ 16,930.65	\$ 22,930.65
Barbara J. Jay, Member (4/27/15 - 6/30/15)	\$ 2,250.00	\$ 3,848.96	\$ 6,098.96
David B. Lang, Member	\$ 9,000.00	\$ 22,951.14	\$ 31,951.14
Marcia Milchiker, Member	\$ 9,000.00	\$ 22,951.14	\$ 31,951.14
Nancy M. Padberg, Member	\$ 9,000.00	\$ 22,664.94	\$ 31,664.94
Keefe Carrillo, Student Member (7/1/14 - 4/30/15)	\$ 3,750.00	\$ -	\$ 3,750.00
Lemar Momand, Student Member (5/1/15 - 6/30/15)	\$ 750.00	\$ -	\$ 750.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4011.1 Full-time Faculty Hiring, AR-4011.1 Recruitment: Full-time Faculty, BP-4309 Duties and Responsibilities of the Faculty

ACTION: Discussion and Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Two board policies are presented to the Board of Trustees for "Discussion and Approval." The new language to the board policy was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

The policy on Recruitment: Full-Time Faculty has been reviewed with modifications to update the language. There are two significant modifications that improve this policy. The first is the addition of a flexibility clause so that, in unusual circumstances, the College or Human Resources can be more accommodating to circumstances that may arise. The second is the shift to a policy with an accompanying administrative regulation. This will enhance the ability for flexibility in the hiring process for faculty. The new administrative regulation was presented and approved at the Chancellor's Council meeting on August 14, 2015.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on August 14, 2015 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies, as shown in EXHIBIT A and B.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*
Dr. David Bugay Vice Chancellor, Human Resources

BOARD POLICY

4011.1

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICTHUMAN RESOURCES PERSONNEL

RECRUITMENT: FULL-TIME FACULTY HIRING

SECTION I: GENERAL PROVISIONS

1. ~~Preface:~~ The hiring-recruitment of highly qualified full-time faculty is essential to the educational mission of the South Orange County Community College District. Therefore, the governing board, administration, and faculty have the responsibility to work together to select highly qualified faculty members who can teach and who are experts in the subject matter of their curriculum; and counselors, librarians, and other instructional and student services faculty who can foster community college effectiveness and who are experts in the subject matter of their specialty.⁴

The Chancellor shall develop Administrative Regulations to recruit highly qualified faculty to carry forward the mission of the South Orange County Community College District.

~~The Board derives its authority from statute and from its status as the entity holding the institution in trust for the benefit of the public. As a result, the Board and the administrators it appoints have the principal legal and public responsibility for ensuring an effective hiring process.² Faculty members derive their authority from their expertise as teachers and subject matter specialists and from their status as professionals. As a result, the faculty has an inherent professional responsibility in the development and implementation of policies and procedures governing the hiring process.³~~

~~It is the policy of the Board in establishing this hiring process that emphasis is placed on the responsibility of the faculty to ensure the quality of their faculty peers, and that both faculty members and administrators participate effectively in all appropriate phases of the process.⁴~~

~~The Office of Human Resources shall ensure that every aspect of the hiring process is implemented appropriately.~~

2. ~~Scope:~~ This Policy applies to the recruitment and hiring process for full-time faculty.

3. ~~Equal Employment Opportunity Policy and Statement:~~ The South Orange County Community College District shall recruit, hire, and promote in all job titles without regard to ethnic group identification, race, color, religion, sex, national origin, ancestry, physical or mental disability, age, medical condition, marital status, military service, sexual orientation, or any other basis protected by law. The District shall comply with the Board of Governors regulations relating to equal employment opportunity.

¹ Statutes of 1988, Chapter 973, § 4(s)(4).

² Statutes of 1988, Chapter 973, § 4(s)(2).

³ Statutes of 1988, Chapter 973, § 4(s)(3).

⁴ Statutes of 1988, Chapter 973, § 4(t)(1),(2).

4. ~~Definitions:~~

- ~~Board: The Board of Trustees of the South Orange County Community College District.~~
- ~~Chair: Chair of the Hiring Committee.~~
- ~~Chancellor: The Chancellor of the South Orange County Community College District~~
- ~~Committee: The Hiring Committee, also known as the Search Committee.~~
- ~~Dean: Academic administrator who is responsible for the position.~~
- ~~Department: The operational unit to which the position is assigned.~~
- ~~Department Chair: The academic Chair of the operational unit.~~
- ~~District: The South Orange County Community College District.~~
- ~~EEO: Equal Employment Opportunity.~~
- ~~HR Specialist: Human Resources Specialist, Hiring Compliance Officer and EEO representative assigned to the job opening.~~
- ~~OHR: Office of Human Resources.~~
- ~~Operational Unit: The department, school, or division, as appropriate.~~
- ~~President: President of the College at which the position is assigned.~~
- ~~Procedures: Full Time Faculty Hiring Procedures of the South Orange County Community College District.~~
- ~~Senate President: President of the Academic Senate of the College at which the position is assigned.~~
- ~~SOCCCD: The South Orange County Community College District.~~
- ~~SOCCCDFA: South Orange County Community College District Faculty Association.~~
- ~~Vice Chancellor: Vice Chancellor of Human Resources.~~
- ~~Vice President: Vice President supervising the academic unit to which the position is assigned.~~

- ~~5. Confidentiality and Conflict of Interest Statements: The South Orange County Community College District Confidentiality and Conflict of Interest Statements apply to this process.~~
- ~~6. Compliance: This Policy is intended to comply fully and be interpreted in a manner consistent with all applicable state and federal laws and regulations, including but not limited to the Board of Governor's equal employment opportunity regulations. Any provision of this Policy that directly conflicts with any applicable state or federal law or regulation may be disregarded and a procedure that complies with the superseding authority shall be developed by the Chancellor after discussion with the Academic Senates and substituted until such time as the Board may adopt a formal amendment to this Policy following consultation with the parties involved in the drafting of this Policy.~~
- ~~7. Oversight: The College President, with the assistance of the OHR, and the Academic Senate oversee the implementation of the hiring process and the activities of faculty hiring committees as they exercise their duties, specifically to insure that actions of hiring committees are consistent with both the written stipulations and the intentions of this policy.~~

~~It is the responsibility of the President to ensure the integrity of the hiring process established by this Policy. If, in the judgment of the President, the integrity of the process described herein has been substantially violated or abused, the President may order that the process be suspended, pending determination of an appropriate action in consultation with the Academic Senate and the Office of Human Resources, or terminated.~~

~~The faculty, as represented by the Academic Senate, also has an inherent professional responsibility in the implementation of policies and procedures governing the hiring process.⁵ If, in the judgment of the Senate President, the process described herein has been substantially violated or abused, the Senate President may recommend to the President that the process be suspended, pending determination of an appropriate action in consultation with the Academic Senate and the Office of Human Resources, or terminated.~~

- ~~8. Interpretation: Technical questions and minor problems will ordinarily be resolved by the HR Specialist in consultation with the OHR. In the event that a question of the procedural interpretation of this policy arises and cannot be resolved by the HR Specialist, the question shall be submitted in writing to the Vice Chancellor or designee via the HR Specialist, with copies to the Dean, the Chair, the Senate President and the President.~~

~~If, in the judgment of the HR Specialist, the Chair, the Senate President, or the President, a problem of interpretation occurs which threatens the viability or integrity of a Committee's duties as described herein, all parties shall be immediately notified, and the hiring process shall be suspended pending resolution of the problem. The President, in consultation with OHR, and the Senate President (or their respective designees) shall attempt to resolve any problem or difference of interpretation of this Policy.~~

⁵Statutes of 1988, Chapter 973 §(s)(3).

9. ~~Exceptions:~~ The President, in consultation with the Senate President and OHR, may reduce or extend the time period for any step established in this policy. Such exceptions shall be as narrow as possible to address, in a reasonable manner, the unusual circumstances posed. In the event of such an alteration to the process as described herein, the President will notify in writing the Senate President and OHR, stating the unusual circumstances necessitating the extension or exception.
10. ~~Termination:~~ If, in the opinion of the President, the College cannot fiscally support the position, the President may terminate the process.
11. ~~Amendment:~~ Any amendment of this policy shall be developed and agreed upon jointly by representatives of the governing board, and the academic senate, and approved by the governing board.⁶

SECTION II: POSITION IDENTIFICATION AND APPROVAL

1. ~~Position Identification:~~ Each full-time opening shall be classified by:
 - a. ~~Academic discipline (and sub-discipline, if appropriate);~~
 - b. ~~Department(s) to which the position will be assigned;~~
 - c. ~~Tenure status (temporary or tenure-track);~~
 - d. ~~Position Type (replacement or new position);~~
 - e. ~~Faculty Type (classroom or non-classroom faculty, or a combination thereof).~~
2. ~~Position Request List:~~ By October of each academic year, following approval by the Chancellor, each College President will submit to the Board of Trustees a ranked list of recommended full-time faculty positions for the subsequent year, classified according to Item 2 above, and compiled by an internal process developed by the Academic Senate and the President, and approved by the President. The Board will either approve (authorize for announcement) or disapprove (not authorize for announcement) each recommended position. The Board will make clear any contingent terms for any approved positions.

SECTION III: RECRUITMENT

1. ~~Opening position:~~ Once a position has been approved by the President for recruitment, he or she shall open recruitment for the position by submitting a request to fill the position on the appropriate form to the Vice Chancellor or designee. Upon receipt of the form, the Vice Chancellor or designee shall appoint an HR Specialist to administer the hiring process for that position.

⁶California Education Code §87360 (b)

~~2. Job Announcement Content: The job announcement will determine the screening criteria for review of applicant files. Care must be taken to insure accurate and job-related criteria. It shall contain:~~

- ~~a. Opening and closing dates~~
- ~~b. Summary of duties and responsibilities~~
- ~~c. Minimum qualifications~~
- ~~d. Desirable qualifications~~
- ~~e. Application requirements and procedures~~
- ~~f. Special testing, if applicable~~
- ~~g. Submission of materials, if required~~
- ~~h. EEO Statement~~

~~3. Job Announcement Development: By October 1 of each year, for those positions identified by the President as likely to proceed with recruitment, the Vice Chancellor or designee will provide a draft job announcement, including sample desirable qualifications, as well as the appropriate minimum qualifications as determined by the *Minimum Qualifications for Faculty and Administrators in California Community Colleges* as adopted by the Board of Governors of the California Community Colleges. The Vice Chancellor or designee will then distribute the draft via the Dean to the departmental faculty and to the appropriate Vice President.~~

~~Departmental faculty shall be given fifteen (15) business days from the date of notification to review and comment on the job announcement draft and to work with the Dean to prepare a list of any desirable qualifications for the position. The departmental faculty and the Dean may also recommend supplementary duties and responsibilities. The draft job announcement will then be forwarded with any appropriate comments by the Dean to the Vice President. Following review with the President, the Vice President shall submit the draft to the Vice Chancellor or designee within five (5) business days and may attach comments to the draft. In the absence of a timely response from the departmental faculty, the Vice Chancellor or designee may incorporate necessary revisions to the job announcement.~~

~~The Vice Chancellor or designee may edit, format and amend the job announcement as required, and will forward the final job announcement to the President for approval. Within five (5) business days of receipt from the Vice Chancellor or designee, the President will provide an opportunity for final review and comment by the Vice President, Senate President, and departmental faculty via the Dean. Final approval of the job announcement rests with the President.~~

~~7. Standard Advertising: All openings are advertised through the OHR. The HR Specialist will inform the Dean and the Department Chair of the advertising that will be placed for the position.~~

~~8. Supplemental Advertising: The Department Chair shall recommend in writing to the OHR any appropriate supplemental advertising including the amount and expense. The supplemental advertising must be approved by the Dean and will be arranged by the OHR.~~

9. ~~Minimum Posting:~~ Open positions shall be advertised by the OHR for a minimum of thirty (30) business days.

SECTION IV: APPLICATION PROCESS

1. ~~Submission:~~ Applications, resumes and other required materials are accepted only by the OHR, and may be submitted via mail, fax, electronically, or in person. Application materials shall not be returned to applicants except as approved in writing by the Vice Chancellor or designee. Candidates shall apply for multiple positions separately.
2. ~~Application Period:~~ Applications may be submitted for a set period of time or “until filled.” In the case where a position is “open until filled,” screening may not begin until at least thirty (30) working days after advertising has appeared in some public forum. In the case where a position is “open until filled,” applications submitted less than two (2) working days prior to the beginning of the screening process may be excluded from consideration.
3. ~~Search Extension:~~ The recruitment period will be extended where the applicant pool has fewer than five minimally qualified applications, unless the HR Specialist, the Dean and his or her selected discipline expert agree to forward the pool.

SECTION V: SEARCH COMMITTEE

1. ~~Chair:~~ A provisional convening Chair of the Committee shall be appointed by the Dean, and shall be chosen from among those recommended for committee membership. The actual Chair of the Committee will be appointed from among the members of the committee by a committee vote at the first meeting. In addition, a designated discipline expert will be appointed by the committee from among its members.
2. ~~Size of Committee:~~ There shall be no fewer than five (5) and no more than seven (7) voting members on the committee, and one non-voting EEO Representative.
3. ~~Composition of Committee:~~ No fewer than two-thirds (2/3) of the voting members of the Committee will be full-time (tenured or tenure track) district faculty. No fewer than three (3) members of the Committee shall be experts in the academic discipline of the recruited position, and may be drawn from district faculty or staff, or from external sources. There shall be one non-voting EEO Representative appointed by the OHR. No individual may serve as a member who has a conflict of interest as defined in the Conflict of Interest Statement.
4. ~~EEO Representative:~~ The EEO Representative shall be appointed by the Vice Chancellor or designee, and may be replaced as necessary by another qualified staff member. Only a trained staff member may serve as an EEO representative.
5. ~~Committee Formation:~~ The President or designee shall coordinate the formation of the Committee. After notification from the OHR that a position has been opened for recruitment, the President or designee shall notify the Senate President of the formation of a Committee. The Department Chair, or in the absence of a Department Chair, the Dean, will recommend to the Academic Senate no fewer than four (4) Committee

Full-time Faculty Hiring Policy

~~members, subject to Item 3: Composition of Committee above, from which the Academic Senate will vote to approve its four (4) faculty appointments to the Committee. The President will appoint up to an additional three (3) members.~~

- ~~6. Committee Membership Notification: The President or designee shall list the Committee membership on the appropriate form, which will identify the provisional Chair. The President may terminate the process if, in his or her judgment, the formation of the Committee has violated the integrity of the hiring process. The Committee membership form will indicate whether or not the process may proceed, and will be signed by the President or designee and the Senate President.~~
- ~~7. Orientation: The HR Specialist will conduct an orientation meeting to explain roles, duties, expectations, timelines and the rating process to the Committee members. At this time, the Committee will agree on the schedule. All members must also sign a Confidentiality and Conflict of Interest Statement. All HR forms must be completed in ink.~~
- ~~8. Relative Weights: At the Orientation, the Committee will assign the value to be given to the application and to the interview components. Neither the screening nor the interview may be weighted less than 30 percent each.~~
- ~~9. Duration: At the Orientation, the Committee will determine the length of the interview.~~
- ~~10. Criteria: The Committee shall establish in writing the criteria to be used in screening the applications and selecting the applicants to be interviewed. The screening criteria shall be job related, and based on the position description and District hiring policy.~~
- ~~11. Interview Questions: All questions and other requirements must be kept confidential throughout the process. The Committee will develop and forward to OHR for approval a list of interview questions to be asked of each candidate, as well as any demonstration, exercise, presentation, portfolio or other requirement. The list of questions and requirements will be provided to OHR at least five (5) business days prior to the first scheduled interview.~~

~~All questions and other requirements shall be job related and composed with the intent of evaluating the candidate's knowledge and abilities in relation to the minimum and desirable qualifications as published in the formal job announcement. OHR may provide sample questions at the request of the Chair for the consideration of the Committee.~~

~~The list of questions and other requirements as described above must be approved by a majority vote of the Committee. The Vice Chancellor or designee reviews all Committee approved questions and other requirements if applicable to ensure compliance with District policies and State and Federal laws and regulations, and must approve all interview questions and other requirements prior to the interview. The Vice Chancellor or designee may make editorial changes; however, if a particular question is deemed by the Vice Chancellor or designee to be in need of substantive changes, these changes will be made in consultation with the Chair or designated discipline expert. The Chair or designee will be provided with the OHR approved list of questions and other requirements if applicable one (1) business day before the interview.~~

- ~~12. Special Testing and Materials: Any special testing or extra application materials required by the position shall be established by the Committee, and approved by the OHR. Special testing shall be conducted under the supervision of the OHR.~~
- ~~13. Participation: Committee members are expected to be available as necessary for Committee functions, to fully participate in all required meetings and related committee responsibilities, and to complete screening functions in a timely manner. Any member who fails to complete screening in a timely manner, or who misses Committee meetings, may be subject to removal by the President after consultation with the Chair if appropriate, the Senate President, and the OHR. The scores or ratings of a committee member who withdraws prematurely or is removed will not be counted in the uncompleted phase or section of the process.~~
- ~~14. Minimum Membership: In the event that the committee membership falls below the required minimum number of members, the President, after discussion with the Senate President and OHR, shall determine whether to restart the hiring process, appoint a replacement committee member, or continue the hiring process with fewer than the minimum number of committee members. In the event a replacement is needed, the President and Senate President will agree on a replacement, after consultation with the Dean.~~

SECTION VI: SCREENING PROCESS

- ~~1. Determination of Application Completeness: The OHR determines which applications are complete based upon the criteria as published in the job announcement.~~
- ~~2. Qualification for Candidacy: No fewer than two discipline experts from the Committee will determine which applicants meet minimum qualifications as described in the job announcement and in accordance with the appropriate minimum qualifications as determined by the *Minimum Qualifications for Faculty and Administrators in California Community Colleges* as adopted by the Board of Governors of the California Community Colleges. All applicant files which have been certified to meet minimum qualifications will be included in the process to be considered by the Committee.~~
- ~~3. Equivalency: Applicants not meeting the minimum qualifications for the position as published in the formal job announcement may apply for equivalency in accordance with statute and code⁷ by completing a supplemental application and providing appropriate evidence of qualifications equivalent to the published minimum qualifications. Applications for equivalency will be evaluated by the discipline experts. A written record shall be kept for each decision and included with the candidate's application file. At the Orientation meeting, the experts will announce and explain their decision(s) regarding any equivalency applications.~~
- ~~4. Calibration: At the Orientation meeting as described in Section V, Item 7, the Committee shall review the minimum and desirable qualifications and experience required for the~~

⁷ California Education Code §87359, California Code of Regulations, Title 5, §53430.

~~position as published in the job announcement, and using these qualifications, establish appropriate, job-related standards for rating applicant materials.~~

- ~~5. Evaluation of Application Materials (Screening): The Committee may not begin to review applications until the appropriate application period as defined in Section IV, Item 2 has elapsed. At the Orientation meeting, the committee in consultation with the HR Specialist shall specify the time(s) and location(s) when application materials shall be available. During the screening process, committee members may not remove the files or their contents, copy or alter any material contained in the files, or append comments or marks. Notes on the candidates must be kept in the Committee member's evaluation file, which will be maintained by the OHR.~~
- ~~6. Scoring: Each application shall receive an independent evaluation according to job-related criteria by each member of the Committee. The Committee members shall rate each applicant on the appropriate forms provided by the OHR. For the initial screening, each Committee member shall, on the appropriate HR form, provide job-related reasons for any disqualifying rating (i.e., a rating of 0 or 1). If the Committee member refuses to include a justification for a disqualifying score on the form, that Committee member's score shall not be included in the Committee scoring.~~
- ~~7. Recommendation of Candidates for Interview: Using a final ranked list, without names, of candidates by score, the HR Specialist and the Chair will meet to determine the lowest score to qualify for an interview. This meeting shall be announced to all members of the committee, and any member may attend. On the basis of the lowest qualifying score, the OHR shall assemble a list of candidates to be interviewed.~~
- ~~8. Inadequate Pool: If, after the completion of screening, the Committee is unable to recommend at least three candidates for interviews, the President, in consultation with the Chair and the Vice Chancellor or designee, may decide to reopen recruitment, continue with the present pool, or terminate the process.~~
- ~~9. Interview scheduling: The OHR shall schedule selected candidates for a first level interview, according to the schedule adopted by the Committee, giving them at least five (5) business days notice of the interview. Exceptions to the five-day notice may be granted by the Vice Chancellor or designee.~~

SECTION VII: INTERVIEW PROCESS

- ~~1. Materials: At the beginning of each interview meeting, the applicant's files shall be made available to the Committee, along with the appropriate OHR forms. Each member of the Committee will receive a schedule of interviews, and the interview questions.~~
- ~~2. Site: The Chair will inform the HR Specialist of any special interview needs. After consultation with the Chair, the HR Specialist will make the arrangements for the interview location.~~
- ~~3. Set Time: Each applicant shall be afforded the opportunity to have an interview of approximately equal length.~~

- ~~4. Questions: Each candidate will be asked the same interview questions in the same order. During the interview, follow-up questions may be asked to clarify or further investigate a response given by a candidate. If, in the judgment of the HR Specialist, a follow-up question violates standards of non-discrimination, the HR Specialist will direct the candidate to disregard the question. Follow-up questions should be kept to a minimum to maintain consistent standards of candidate evaluation throughout the interview process. Any question by the candidate pertaining to conditions of employment—such as regarding salary, benefits, or policy—must be referred to the OHR.~~
- ~~5. Group Discussion: Committee members shall be given an opportunity to discuss each applicant and only that applicant after each interview. Comprehensive discussion shall not take place until after all interviews are completed. No discussion of any candidate may take place unless the HR Specialist and all Committee members are present. Committee members are encouraged to discuss candidates' fulfillment of job-related criteria in a candid and thorough manner, but shall not discuss specific numeric scores to be given to any candidate. The HR Specialist shall be responsible for ensuring that discussion is limited to job-related criteria.~~
- ~~6. Score: Each Committee member is responsible for exercising his or her independent judgment in rating each candidate. Following the Committee's discussion of the candidates, each Committee member shall rate independently each candidate using the appropriate form provided by the OHR. At the conclusion of the interviews and any subsequent discussion, each member of the Committee shall enter a final interview score for each candidate, and then calculate the final total score from the appropriately-weighted screening and interview scores. The OHR will verify and compile final scores for all candidates.~~
- ~~7. Selection of Finalists: After the conclusion of interviews, the Chair and HR Specialist shall assemble a ranked list of candidates and their final scores. Using this list, the Committee will determine the lowest score to qualify as a preliminary finalist for a second-level interview.~~

~~The Chair and HR Specialist shall assemble a list of preliminary finalists made up of those candidates whose final scores are equal to or greater than the determined lowest score. This list will be distributed to the Committee, who will vote on each preliminary finalist. A candidate from the list will be considered a finalist if a simple majority of the voting members of the Committee agree to recommend that candidate. In the event that a preliminary finalist is not selected for a second-level interview, the Chair shall provide a narrative report on the appropriate form of the reasons for the Committee's decision. This report shall be confidential, kept with the candidate's file, and provided to the President with the list of finalists.~~

~~Under normal circumstances, the committee should make every effort to forward for second-level interview at least three (3) finalists. However, if in the Committee's determination, according to the process described above, there are fewer than three (3) qualified candidates, the committee may forward fewer than three (3) finalists.~~

~~Any candidate forwarded for a second level interview is recommended for employment without reservation by the Committee, and the President is free to select any of the finalists using his or her discretion and judgment of job-related criteria.~~

8. ~~Termination of Search: In the event that the Committee is unable to recommend finalists to the President from the interviewed candidates, the search will be terminated. The President may decide that the position should be re-announced and advertised.~~

SECTION VIII: REFERENCE CHECKS

1. ~~Timing: Official reference checks, in accordance with the OHR Guidelines, will be performed prior to the submission of the recommended candidates to the President for second level interviews.~~
2. ~~Required Professional References: Each applicant will be asked to provide at least three references, preferably from the following categories:~~
 - ~~current supervisor(s);~~
 - ~~previous supervisor (from the past five years);~~
 - ~~colleague/co-worker who can address professional competency and appropriate practical skills;~~
 - ~~other professional references.~~

~~If the individual provided as a reference is unavailable, or if the candidate fails to provide sufficient references, the OHR, in consultation with the Chair, may request additional references from the candidate.~~

3. ~~Reference Contacts: The HR Specialist, in conjunction with the Chair or another designated Committee member, will conduct the reference checks. The HR Specialist will verify all data on the application. The Chair or designated Committee member will check professional references as provided by each finalist using the appropriate OHR form.~~

~~Each reference for each finalist shall be asked the same questions about that finalist, and shall be asked whether he or she can recommend the finalist in question without reservation, and, if not, to specify these reservations. The reference checker(s) shall ask no question that is impermissible under applicable laws prohibiting discrimination in employment, or that seeks information unrelated to the qualifications for the position. The reference checker(s) shall not provide any derogatory or confidential information about the finalist, and shall not provide with any assessment of the quality of the finalist's qualifications.~~

4. ~~Reference Check Review: When reference checks are completed, the hiring committee may reassemble to review and to discuss the reference checks for each of the provisional finalists. The committee representatives and HR Specialist(s) who conducted the reference checks will respond to questions and describe their general and specific responses to responses of the references. As a result of the information gained during reference checks, the committee may decide to remove a candidate from the list of finalists, and may reconsider and submit an additional finalist. If a finalist is removed,~~

~~the Chair will inform the President of the Committee's decision to remove the finalist, and explain its basis. At the conclusion of this meeting, a list of finalists will be forwarded to the President via the Chair.~~

SECTION IX: SECOND-LEVEL INTERVIEW

- ~~1. Finalists: The President shall be provided an unranked list of finalists by the Chair, and a report of the final scores for all candidates; this report will not show the names of the candidates. In addition, in the event that a preliminary finalist as described in Section VII, Item 7 is not forwarded for a second-level interview, the President shall be provided with the Chair's report of the Committee's decision.~~
- ~~2. Interview: The President will interview each candidate in the company of at least one vice president. Only the President and Vice President(s) may attend second-level interviews, and any Vice President who attends any interview must be present for all interviews.~~
- ~~3. Second-level Interview Schedule: Finalists shall be given at least five (5) business days notice of the interview. However, as determined by the Vice Chancellor or designee in consultation with the President and the Chair, candidates may be afforded an expedited second-level interview provided the committee has completed its interviews and deliberations for that candidate. This expedited interview is granted as a courtesy to the candidate, and does not signify that the candidate will be recommended as a finalist.~~
- ~~4. Content: The President may ask any job-related questions, may ask follow-up questions, and may provide clarification of ambiguous or unclear questions. The Vice Chancellor or designee must review any questions, exercises or other requirements prior to the interview to ensure compliance with District policies and State and Federal laws and regulations.~~
- ~~5. Substantially Similar Interviews: Although variations are permitted throughout the interview process, the President shall give each candidate a substantially similar interview of approximately the same duration, involving the same segments and exercises.~~
- ~~6. Consultation: The President will consult with the Chair and discipline experts after the second-level interviews and before any offer of employment is made.~~
- ~~7. Presidential Reference Checks: Following candidate interviews, the President or his or her designee may make further job-related reference checks and may at the discretion of the President be assisted in this effort by those who assisted with presidential interviews and/or the chair of the departmental hiring committee.~~
- ~~8. Recommendation for Appointment: The President will select a candidate for recommendation for appointment to the job. The President may choose to rank candidates in order and recommended offer of appointment according to that order until an offer of appointment is accepted. Should a candidate accept an offer of appointment and then later rescind that decision, the President shall have the right to extend an offer to another~~

~~candidate from among the recommended finalists. All appointments are subject to Board approval.~~

- ~~9. Termination of Search: In the event that the President decides not to select a finalist from those forwarded by the Committee, the search will be terminated. The President may decide that the position be re-announced and advertised.~~

~~SECTION X: CONFIRMATION PROCESS~~

- ~~1. Board Item: With the Chancellor's authorization, the OHR shall prepare the Board agenda item for consideration and approval by the Board.~~
- ~~2. Decision: The Board may hire or decline to hire the recommended candidate. If a candidate is hired, such offer of employment shall be conditioned upon successful completion of any required background checks.~~
- ~~3. Background Checks: Consistent with applicable Federal and State law, and when job-related, after an offer of employment has been made, but prior to the commencement of employment, physical testing and background checks as required for the specific position will be initiated and completed by the OHR. Any required physical exams will be paid for by the District. If a finalist fails to satisfy the OHR in regard to the result of any investigation, the OHR, after consultation with the President, may revoke the offer of employment.~~

~~SECTION XI: LATE VACANCIES AND EMERGENCY APPOINTMENTS~~

- ~~1. Vacancy before Board Approval of Position Request List: Any full time vacancy which occurs after the compilation of the Position Request List as described in Section II, Item 2, but before Board approval of the list, may be added to the list submitted for Board approval according to an internal process developed by the Academic Senate and the President, and approved by the President.~~
- ~~2. Vacancy after Board Approval of Position Request List: If a vacancy occurs after Board adoption of the Position Request List as described in Section II, Item 2, but before the commencement of recruitment for that academic year, the President and the Academic Senate may add that position to the approved list for recruitment in that academic year, its position on the list to be determined by an internal process developed by the Academic Senate and the President, and approved by the President. The new position will be submitted to the Board for approval.~~
- ~~3. Emergency Appointments: If a vacancy occurs after the commencement of the academic year, and in the judgment of the President, in consultation with the Senate President, there exist sufficient grounds for an immediate appointment to fill that position, the President may immediately hire a temporary replacement for the remainder of the academic year according to a process developed by the Academic Senate and the President, and approved by the President. Any process adopted should follow as closely as possible the hiring procedures outlined in this Policy.~~

~~Adopted: December 12, 2005~~

ADMINISTRATIVE REGULATION 4011.1

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

RECRUITMENT: FULL-TIME FACULTY

This administrative regulation is intended to provide the guidelines for the recruitment of full-time faculty. South Orange County Community College District and the Academic Senates agree that this regulation cannot address every situation that arises during the recruitment of full-time faculty members. Therefore, strict adherence to these guidelines is often not possible, nor is it required. The President and/or his or her designee, with the approval of the Vice Chancellor and the Academic Senate President, is authorized to use his or her discretion in altering, modifying, supplementing and/or amending these guidelines to allow for the recruitment of highly qualified full-time faculty.

SECTION I: GENERAL PROVISIONS

Preface: The recruitment of highly qualified full-time faculty is essential to the educational mission of the South Orange County Community College District. Therefore, the governing board, administration, and faculty have the responsibility to work together to select highly qualified faculty members who can teach and who are experts in the subject matter of their curriculum; and counselors, librarians, and other instructional and student services faculty who can foster community college effectiveness and who are experts in the subject matter of their specialty.

1. Scope: This Administrative Regulation applies to the recruitment process for full-time faculty.
2. Definitions:
 - Board: The Board of Trustees of the South Orange County Community College District.
 - Chair: Chair of the Recruitment Committee.
 - Chancellor: The Chancellor of the South Orange County Community College District.
 - Committee: The Recruitment Committee.
 - Dean: Academic administrator who supervises the position.
 - Department: The operational unit to which the position is assigned.
 - Department Chair: The department or academic chair of the operational unit.
 - Discipline Expert: The person who is recognized as a subject matter expert by the division/school, usually through academic credentials or equivalency.
 - District: The South Orange County Community College District.
 - EEO: Equal Employment Opportunity.
 - EEO Representative: Equal Employment Opportunity representative.
 - HR Specialist: Human Resources Specialist, HR: Office of Human Resources.
 - Operational Unit: The department, school, or division, as appropriate.
 - President: President of the College at which the position is assigned or designee.
 - Procedures: Full-Time Faculty Recruitment Procedures of the South Orange County

Community College District.

Senate President: President of the Academic Senate of the college at which the position is assigned.

SOC CCD: The South Orange County Community College District.

SOC CC DFA: South Orange County Community College District Faculty Association.

Vice Chancellor: Vice Chancellor of Human Resources and Employer/Employee Relations.

Vice President: Vice President supervising the academic unit to which the position is assigned.

It is the responsibility of the President to ensure the integrity of the recruitment process established by this Regulation. If, in the judgment of the President, the integrity of the process described herein has been substantially violated or abused, the President may order that the process be suspended, pending determination of an appropriate action in consultation with HR, the Chair, and by mutual agreement with the Senate President, or terminated.

The faculty, represented by the Academic Senate, also has an inherent professional responsibility in the implementation of policies and procedures governing the recruitment process. If, in the judgment of the Senate President, the process described herein has been substantially violated or abused, the Senate President may recommend to the President that the process be suspended, pending determination of an appropriate action in consultation with HR, the Chair, and by mutual agreement with the Senate President, or terminated.

3. Interpretation: Technical questions and minor problems shall ordinarily be resolved by the HR Specialist in consultation with HR. In the event that a question of the procedural interpretation of this regulation arises and cannot be resolved by the HR Specialist, the question shall be submitted in writing to the Vice Chancellor or designee via the HR Specialist, with copies to the Dean, the Chair, the Senate President and the President.

If, in the judgment of the HR Specialist, the Chair, the Senate President, or the President, a problem of interpretation occurs which threatens the viability or integrity of a Committee's duties as described herein, all parties shall be immediately notified, and the recruitment and hiring process shall be suspended pending resolution of the problem. The President, in consultation with HR, the Chair, and the Senate President (or their respective designees) shall attempt to resolve any problem or difference of interpretation of this Regulation.

4. Exceptions: The President, in consultation with the Senate President and HR, may reduce or extend the time period for any step established in this regulation. Such exceptions shall be as narrow as possible to address, in a reasonable manner, the unusual circumstances posed. In the event of such an alteration to the process as described herein, the President shall notify in writing the Senate President and HR, stating the unusual circumstances necessitating the extension or exception.
5. Termination: If, in the opinion of the President, the College cannot fiscally support the position, the President may terminate the process.

6. Amendment: Any amendment of this regulation shall be developed and agreed upon jointly by representatives of the governing board and the academic senates, and approved by the governing board.

SECTION II: POSITION IDENTIFICATION AND APPROVAL

1. Position Identification: Each full-time opening shall be classified by:
 - Academic discipline (and sub-discipline, if appropriate);
 - Department(s) to which the position shall be assigned;
 - Tenure status (tenure-track, or non-tenure tract); Position Type (replacement or new position);
 - Faculty Assignment (classroom or non-classroom faculty, or a combination thereof).
2. Position Request List: By October of each academic year, following approval by the Chancellor, each President shall submit to the Board of Trustees a ranked list of recommended full-time faculty positions for the subsequent year, classified according to Item 2 above, and compiled by an internal process developed by the Academic Senate and the President, and approved by the President. The Board shall either approve (authorize for announcement) or disapprove (not authorize for announcement) each recommended position. The Board shall make clear any contingent terms for any approved positions. Positions authorized by the Board that remain vacant for two academic years will automatically be eliminated by June 30th of the second year.

SECTION III: RECRUITMENT

1. Opening position: Once a position has been approved by the President for recruitment, he or she shall open recruitment for the position by submitting a request to fill the position on the appropriate request to the Vice Chancellor or designee. Upon receipt of the request, the Vice Chancellor or designee shall appoint an HR Specialist to administer the recruitment process for that position.
2. Job Announcement Content: The job announcement shall determine the screening criteria for review of applicant files. Care must be taken to insure accurate and job-related criteria. It shall contain:
 - Opening and closing date
 - Summary of duties and responsibilities
 - Minimum qualifications.
 - Desirable qualifications
 - Application requirements and procedures
 - Special testing, if applicable Submission of materials, if required
 - EEO Statement
3. Job Announcement Development: The Vice Chancellor or designee shall provide a draft job announcement, including sample desirable qualifications, as well as the appropriate minimum qualifications as determined by the *Minimum Qualifications for Faculty and Administrators in California Community Colleges* as adopted by the Board of Governors

of the California Community Colleges. The Vice Chancellor or designee shall then distribute the draft via the Dean to the departmental faculty and to the appropriate Vice President.

Departmental faculty shall have ten (10) business days from the date of notification to review and comment on the job announcement draft and to work with the Dean to prepare a list of any desirable qualifications for the position. The departmental faculty and the Dean may also recommend supplementary duties and responsibilities. The draft job announcement shall then be forwarded with any appropriate comments by the Dean to the Vice President. Following review with the President, the Vice President shall submit the draft to the Vice Chancellor or designee within three (3) business days, and may attach comments to the draft. In the absence of a timely response from the departmental faculty, the Vice Chancellor or designee may incorporate necessary revisions to the job announcement.

The Vice Chancellor or designee may edit, format and amend the job announcement as required, and shall forward the final job announcement to the President for approval. Within five (5) business days of receipt from the Vice Chancellor or designee, the President shall provide an opportunity for final review and comment by the Vice President, Senate President, and departmental faculty via their Dean. Final approval of the job announcement rests with the President.

4. Standard Advertising: All openings are advertised through HR. The HR Specialist shall inform the Dean and the Department Chair of the advertising that shall be placed for the position.
5. Supplemental Advertising: The Department Chair shall recommend in writing to HR any appropriate supplemental advertising including the amount and expense. The supplemental advertising must be approved by the Dean and shall be arranged by HR.
6. Minimum Posting: Open positions shall be advertised by the HR for a minimum of thirty (30) business days.

SECTION IV: APPLICATION PROCESS

1. Submission: Applications, resumes and other required materials are accepted only by HR, and may be submitted via mail, fax, electronically, or in person. Application materials shall not be returned to applicants except as approved in writing by the Vice Chancellor or designee. Candidates shall apply for multiple positions separately.
2. Application Period: Applications may be submitted for a set period of time or “until filled.” In the case where a position is “open until filled,” screening may not begin until at least thirty (30) working days after advertising has appeared in some public forum. In the case where a position is “open until filled,” applications submitted less than two (2) working days prior to the beginning of the screening process may be excluded from consideration.
3. Search Extension: The recruitment period shall be extended where the applicant pool has fewer than five minimally qualified applications, unless the HR Specialist, the Dean and his or her selected discipline expert agree to forward the pool.

SECTION V: RECRUITMENT COMMITTEE

1. Discipline Experts: These shall be appointed when the Committee composition is determined.
2. Chair: The Dean of the Division/School or designee shall be the provisional convening chair. The actual Chair of the Committee shall be appointed from among the members of the committee by a committee vote at the first meeting. In addition, designated discipline experts shall be appointed by the committee from among its members. Committee members from either college including part-time faculty (who are not applying for the position), or members from outside the colleges may serve as discipline experts. Any associated costs will be covered by the college.
3. Size of Committee: There shall be no fewer than five (5) and no more than nine (9) voting members on the committee, and one non-voting EEO Representative.
4. Composition of Committee: Approximately two-thirds (2/3) of the voting members of the Committee shall be full-time (tenured or tenure-track) district faculty (see chart below):

Committee Size	2/3 Full-Time Faculty Required
9	6
8	6
7	5
6	4
5	4

No fewer than three (3) members of the Committee shall be experts in the academic discipline of the recruited position, and may be drawn from district faculty or staff, or from external sources. An exception to the composition of the committee may be made upon approval of the Department Chair, Senate President, and President. No individual may serve as a member who has a conflict of interest as defined in the Conflict of Interest Statement.

5. EEO Representative: The EEO Representative shall be appointed by the Vice Chancellor or designee, and may be replaced as necessary by another qualified staff member. Only a trained staff member may serve as an EEO representative. There shall be one non-voting EEO Representative appointed by HR who may be drawn from any unit of the District. If all members of the committee have been currently trained for EEO, then the Chair will act as the EEO Officer and be a voting member.
6. Committee Formation: The President or designee shall coordinate the formation of the Committee. After notification from HR that a position has been opened for recruitment, the President or designee shall notify the Senate President of the formation of a Committee. The Department Chair, or in the absence of a Department Chair the Dean, shall recommend to the Academic Senate no fewer than four (4) Committee members, subject to Section V.2: Composition of Committee, above, from which the Academic

Senate shall vote to approve four (4) or more faculty appointments to the Committee. The President shall appoint up to an additional three (3) members.

7. Committee Membership Notification: The President or designee shall identify the Committee membership on the appropriate form, which shall identify the provisional Chair. The President may terminate the process if, in his or her judgment, the formation of the Committee has violated the integrity of the recruitment process. The Committee membership request shall indicate whether or not the process may proceed, and shall be signed by the President or designee and the Senate President.
8. Orientation: The HR Specialist or EEO Representative shall conduct an orientation meeting to explain roles, duties, expectations, timelines and the rating process to the Committee members. At this time, the Committee shall agree on the schedule. Electronic communication may be used to facilitate the orientation and/or scheduling meeting. All members must sign a Confidentiality and Conflict of Interest in Hiring Statement.
9. Relative Weights: At the Orientation, the Committee shall assign the values to be given to the application and the interview components. Neither the application screening nor the interview may be weighted less than 30 percent.
10. Duration: At the Orientation, the Committee shall determine the length of the interview.
11. Criteria: The Committee shall establish in writing the criteria to be used in screening the applications and selecting the applicants to be interviewed. The screening criteria shall be job related, and based on the position description and District recruitment regulation.
12. Interview Questions: All questions and other requirements must be kept confidential throughout the process. The Committee shall develop and forward to HR for approval a list of interview questions to be asked of each candidate, as well as any demonstration, exercise, presentation, portfolio or other requirement. The list of questions and requirements shall be provided to HR prior to screening, no later than the date candidates are selected for interview.

All questions and other requirements shall be job-related and composed with the intent of evaluating the candidate's knowledge and abilities in relation to the minimum and desirable qualifications as published in the formal job announcement. HR may provide sample questions at the request of the Chair for the consideration of the Committee.

The list of questions and other requirements as described above must be approved by a majority vote of the Committee. The Vice Chancellor or designee reviews all Committee-approved questions and other requirements if applicable to ensure compliance with District policies and State and Federal laws and regulations, and must approve all interview questions and other requirements prior to the interview. The Vice Chancellor or designee may make editorial changes; however, if a particular question is deemed by the Vice Chancellor or designee to be in need of substantive changes, these changes shall be made in consultation with the Chair and/or designated discipline expert(s). The Chair or designee shall be provided with HR-approved list of questions and other requirements if applicable by the day of the interview.

13. Special Testing and Materials: Any special testing or extra application materials required by the position shall be established by the Committee, and approved by HR. Special testing shall be conducted under the supervision of HR.
14. Participation: Committee members are expected to be available as necessary for Committee functions, to participate fully in all required meetings and related committee responsibilities, and to complete screening functions in a timely manner. Any member who fails to complete screening in a timely manner, or who misses Committee meetings, may be subject to removal by the President after consultation with the Chair if appropriate, the Senate President, and HR. The scores or ratings of a committee member who withdraws prematurely or is removed shall not be counted in the uncompleted phase or section of the process. If such removal occurs, prior to drawing the line for interviews, every effort shall be made to replace the member with a suitable member, by mutual agreement between the Senate President and the President.
15. Minimum Membership: In the event that the committee membership falls below the required minimum number of members, the President, after discussion with the Senate President and HR, shall determine whether to restart the recruitment process, appoint a replacement committee member, or continue the recruitment process with fewer than the minimum number of committee members. In the event a replacement is needed, the President and Senate President shall mutually agree on a replacement, after consultation with the Dean and the Chair.

SECTION VI: SCREENING PROCESS

1. Determination of Application Completeness: HR determines which applications are complete based upon the criteria as published in the job announcement.
2. Qualification for Candidacy: No fewer than two discipline experts from the Committee shall determine which applicants meet minimum qualifications as described in the job announcement and in accordance with the appropriate minimum qualifications as determined by the Minimum Qualifications for Faculty and Administrators in California Community Colleges as adopted by the Board of Governors of the California Community Colleges. All applicant files which have been certified to meet minimum qualifications shall be included in the process to be considered by the Committee.
3. Equivalency: Applicants not meeting the minimum qualifications for the position as published in the formal job announcement may apply for equivalency in accordance with statute and code¹ by completing a supplemental application and providing appropriate evidence of qualifications equivalent to the published minimum qualifications. Applications for equivalency shall be evaluated by the discipline experts. A record shall be kept for each decision and included with the candidate's application file. At the Orientation meeting, the Discipline Experts shall announce and explain their decision(s) regarding any equivalency applications.
4. Calibration: At the Orientation meeting as described in Section V, Item 7, the Committee shall review the minimum and desirable qualifications and experience

¹ California Education Code §87359, California Code of Regulations, Title 5, §53430.

required for the position as published in the job announcement, and using these qualifications, establish appropriate, job-related standards for rating applicant materials.

5. Evaluation of Application Materials (Screening): The Committee may not begin to review applications until the appropriate application period as defined in Section IV, has elapsed. At the Orientation meeting, the committee in consultation with the Chair shall specify the time(s) and location(s) when application materials shall be available. During the screening process, committee members shall not print, copy, alter, append comments, or share any applicant materials and may not remove the files or their contents. Notes on the candidates must be kept in the Committee member's evaluation file, which shall be maintained by HR.
6. Scoring: Each application shall receive an independent evaluation according to job related criteria by each member of the Committee. The Committee members shall rate each applicant. For the initial screening, each Committee member shall use a scoring standard of 0 to 4. The committee member will provide job-related reasons for any "0" rating. If the Committee member refuses to include a justification for a disqualifying score, that Committee member's score shall not be included in the Committee scoring.

When all committee members have completed their scoring process, the committee may convene to review the scores at the discretion of the chair if there seem to be anomalies or discrepancies in the scoring. If, by such conversation, a committee member wishes to change a score, this is permitted. If the discrepancy represents a disagreement, all scores shall stand.

7. Recommendation of Candidates for Interview: Using a final ranked list, without names, of candidates by score, the HR Specialist and the Chair shall meet to determine the lowest score to qualify for an interview. This meeting shall be announced to all members of the committee, and any member may attend and participate in the discussion. On the basis of the lowest qualifying score ("drawing the line"), HR shall assemble a list of candidates to be interviewed.
8. Inadequate Pool: If, after the completion of screening, the Committee is unable to recommend at least three candidates for interviews, the President, in consultation with the Chair, the Vice Chancellor or designee, and the Senate President, may decide to reopen recruitment, continue with the present pool, or terminate the process.
9. Interview scheduling: The Chair shall schedule selected candidates for a first-level interview, according to the schedule adopted by the Committee, giving candidates at least five (5) business days' notice of the interview.' Exceptions to the five-day notice may be granted by the Vice Chancellor or designee.

SECTION VII: INTERVIEW PROCESS

1. Materials: At the beginning of each interview meeting, the applicant's files shall be made available to the Committee. Each member of the Committee shall receive a schedule of interviews, and the interview questions.
2. Site: The Chair shall inform the HR Specialist of any special interview needs. After consultation with the Chair, the HR Specialist shall make the arrangements for the interview location.

3. Set Time: Each applicant shall be afforded the opportunity to have an interview of approximately equal length.
4. Questions: Each candidate shall be asked the same interview questions in the same order. During the interview, follow-up questions may be asked to clarify or further investigate a response given by a candidate. If, in the judgment of the EEO Representative, a follow-up question violates standards of non-discrimination, the EEO Representative shall direct the candidate to disregard the question. Every effort shall be made to maintain consistent standards of candidate evaluation throughout the interview process. Follow up question should be directly related to candidate responses. Any question by the candidate pertaining to conditions of employment—such as regarding salary, benefits,—must be referred to HR.
5. Group Discussion: Committee members shall be given an opportunity to discuss each applicant after each interview. Comprehensive discussion should not take place until after all interviews are completed. No discussion of any candidate may take place unless the EEO Representative and all Committee members are present. Committee members are encouraged to discuss candidates' fulfillment of job-related criteria in a candid and thorough manner. The EEO Representative shall be responsible for ensuring that discussion is limited to job-related criteria.
6. Score: Each Committee member is responsible for exercising his or her independent judgment in rating each candidate. Following the Committee's discussion of the candidates, each Committee member shall independently rate each candidate. At the conclusion of the interviews and any subsequent discussion, each member of the Committee shall enter a final interview score for each candidate, and then calculate the final total score from the appropriately weighted screening and interview scores. HR shall verify and compile final scores for all candidates.
7. Selection of Finalists: After the conclusion of interviews, the Chair and HR Specialist shall assemble a ranked list of candidates and their final scores. Using this list, the Committee shall determine the lowest score to qualify as a finalist for a second-level interview.

Under normal circumstances, the committee should make every effort to forward for second-level interview at least three (3) finalists. However, if in the Committee's determination, according to the process described above, there are fewer than three (3) qualified candidates, the committee may forward fewer than three (3) finalists. Any candidate forwarded for a second-level interview is recommended for employment without reservation by the Committee, and the President is free to select any of the finalists using his or her discretion and judgment of job-related criteria.

8. Termination of Search: In the event that the Committee is unable to recommend finalists to the President from the interviewed candidates, the search shall be terminated. The President, in consultation with the Chair, the Vice Chancellor or designee, and the Senate President, may decide that the position should be re-announced and advertised.

SECTION VIII: REFERENCE CHECKS

1. **Timing:** Official reference checks, in accordance with HR Guidelines, shall be performed prior to the submission of the recommended candidates to the President for second-level interviews.
2. **Required Professional References:** Each applicant shall be asked to provide at least three references, preferably from the following categories:
 - current supervisor(s); previous supervisor (from the past five years);
 - colleague/co-worker who can address professional competency and appropriate practical skills;
 - other professional references.

If the individual provided as a reference is unavailable, or if the candidate fails to provide sufficient references, HR, in consultation with the Chair, may request additional references from the candidate.

3. **Reference Contacts and Application Review:** The Chair and/or designated Committee member, shall conduct the reference checks. The HR Specialist shall verify all data on the application. The Chair or designated Committee member shall check professional references as provided by each finalist using the appropriate HR format.

Each reference for each finalist shall be asked the same questions about that finalist, and shall be asked whether he or she can recommend the finalist in question without reservation, and, if not, to specify these reservations. These questions may be sufficiently open to permit the reference adequate opportunity to offer a recommendation and assessment of the candidate. The reference checker(s) may ask follow-up questions, and may provide clarification of ambiguous or unclear questions. The reference checker(s) shall ask no question that is impermissible under applicable laws prohibiting discrimination in employment, or that seeks information unrelated to the qualifications for the position. The reference checker(s) shall not provide any derogatory or confidential information about the finalist, and shall not provide with any assessment of the quality of the finalist's qualifications. The District may also use a third party to check references, and/or application data.

4. **Reference Check Review:** When reference checks are completed, the recruitment committee may reassemble to review and to discuss the reference checks for each of the provisional finalists. The committee representatives and HR Specialist(s) who conducted the reference checks shall respond to questions and describe their general and specific responses to responses of the references. As a result of the information gained during reference checks, the committee may decide to remove a candidate from the list of finalists, and may reconsider and submit an additional finalist. If a finalist is removed, the Chair shall inform the President of the Committee's decision to remove the finalist, and explain its basis. If a replacement finalist is added to the list, references shall be checked as described above, and the committee reconvened if necessary. At the conclusion of these meetings, a list of finalists shall be forwarded to the President via the Chair.

SECTION IX: SECOND-LEVEL INTERVIEW

1. Finalists: The President shall be provided an unranked list of finalists by the Chair, and a report of the final scores for all candidates; this report shall not show the names of the candidates. In addition, in the event that a preliminary finalist as described in Section VIII, Item 4 is not forwarded for a second-level interview, the President shall be provided with the Chair's report of the Committee's decision.
2. Interview: The President shall interview each candidate in the company of at least one vice president or designee. Only the President, Vice President(s) or designee, and the Chair (at the President's discretion) may attend second-level interviews, and any Vice President, or Chair who attends any interview must be present for all interviews. If the Chair is not present for the interviews, the President shall consult with the Chair after the second-level interviews and before any offer of employment is made.
3. Second-level Interview Schedule: Finalists shall be given at least five (5) business days notice of the interview. However, as determined by the Vice Chancellor or designee in consultation with the President and the Chair, candidates may be afforded an expedited second-level interview provided the committee has completed its interviews and deliberations for that candidate. This expedited interview is granted as a courtesy to the candidate, and does not signify that the candidate shall be recommended as a finalist.
4. Content: The President may ask any job-related questions, may ask follow-up questions, and may provide clarification of ambiguous or unclear questions. The Vice Chancellor or designee must review any questions, exercises, or other requirements prior to the interview to ensure compliance with District policies and State and Federal laws and regulations.
5. Substantially Similar Interviews: Although variations are permitted throughout the interview process, the President shall give each candidate a substantially similar interview of approximately the same duration, involving the same segments and exercises.
6. Consultation: The President shall consult with the Chair after the second-level interviews and before any offer of employment is made.
7. Presidential Reference Checks: Following candidate interviews, the President or his or her designee may make further job-related reference checks and may at the discretion of the President be assisted in this effort by those who assisted with presidential interviews and/or the Chair.
8. Recommendation for Appointment: The President shall select a candidate for recommendation for appointment to the job. The President may choose to rank candidates in order and recommended offer of appointment according to that order until an offer of appointment is accepted. Should a candidate accept an offer of appointment and then later rescind that decision, the President shall have the right to extend an offer to another candidate from among the recommended finalists. All appointments are subject to Board approval.

9. Termination of the Search: In the event that the President decides not to select a finalist from those forwarded by the Committee, the search shall be terminated. The President, in consultation with the Chair, the Vice Chancellor or designee, and the Senate President, may request that the Committee reconvene to determine if additional candidates can be forwarded. Failing to find a successful candidate from the existing pool, the President may decide that the position be re-announced and advertised.

SECTION X: CONFIRMATION PROCESS

1. Board Item: With the Chancellor's authorization, HR shall prepare the Board agenda item for consideration and approval by the Board.
2. Decision: The Board may hire or decline to hire the recommended candidate. If a candidate is hired, such offer of employment shall be conditioned upon successful completion of any required background checks.
3. Background Checks: Consistent with applicable Federal and State law, and when job-related, after an offer of employment has been made, but prior to the commencement of employment, physical testing and background checks as required for the specific position shall be initiated and completed by HR. Any required physical exams shall be paid for by the District. If a finalist fails to satisfy HR in regard to the result of any investigation, HR, after consultation with the President, may revoke the offer of employment.

SECTION XI: LATE VACANCIES AND EMERGENCY APPOINTMENTS

1. Vacancy before Board Approval of Position Request List: Any full-time vacancy which occurs after the compilation of the Position Request List as described in Section II, Item 2, but before Board approval of the list, may be added to the list submitted for Board approval according to an internal process developed by and mutually agreed upon the Academic Senate and the President, and approved by the President.
2. Vacancy after Board Approval of Position Request List: If a vacancy occurs after Board adoption of the Position Request List as described in Section II, Item 2, but before the commencement of recruitment for that academic year, the President and the Academic Senate may add that position to the approved list for recruitment in that academic year, its position on the list to be determined by an internal process developed by and mutually agreed upon the Academic Senate and the President, and approved by the President. The new position shall be submitted to the Board for approval.
3. Emergency Appointments: If a vacancy occurs after the commencement of the academic year, and in the judgment of the President, in consultation with the Senate President, there exist sufficient grounds for an immediate appointment to fill that position, the President may hire an interim/short-term replacement for the remainder of the academic year according to a process developed by and mutually agreed upon the Academic Senate and the President, and approved by the President.

BOARD POLICY

4309

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL/HUMAN RESOURCES

DUTIES AND RESPONSIBILITIES OF THE FACULTY

The faculty member's ~~main job~~ primary responsibility is the education of the students at Irvine Valley College, Saddleback College, and other off-campus sites. Each faculty member is ~~directly responsible~~ reports to the ~~d~~Division/~~s~~School ~~d~~Dean. Each faculty member must fulfill, under the supervision of the President, Vice President for Instruction and/or Student Services, and the ~~d~~Division/~~s~~School ~~d~~Dean, all of the legal requirements of the District for employment, credentialing, and performance of duties. ~~Selected~~ Certain statements may not be applicable apply to part-time faculty, or to every discipline, and/or setting. ~~The faculty duties and responsibilities are:~~

I. DUTIES AND RESPONSIBILITIES THAT PERTAIN TO ALL FACULTY MEMBERS

1. I. PROFESSIONAL GROWTH AND SERVICE

- a. ~~Fulfills Flex~~ Professional Development -obligation as described in the Master ~~A~~Agreement, and reports its completion.
- b. ~~Attends and participates in meetings that fulfill the contractual service obligation.~~
- c. ~~Follows d~~District and ~~c~~College policies and procedures when applying– for and accepting grants and other instructional resources. ;

In addition, faculty members are encouraged to attend and participate in:

- ~~Other Mm~~meetings convened by ~~D~~division/~~S~~school ~~D~~Dean, ~~V~~vice ~~P~~president, ~~P~~resident, and ~~D~~district ~~A~~administrators.
- ~~D~~department/~~D~~division/~~S~~school functions, for example:- advisory committees, department graduations, concerts and recitals, student outreach activities, and athletic events.
- ~~Ce~~ommencement.
- ~~S~~student activity programs by accepting assignments as advisors and/or supervisors of student organizations and events.

2. II.EFFECTIVENESS

a. _____

1. Demonstrates -current knowledge of subject and necessary skills.

- a.b. ~~Considers the academic and special needs of each student, and when necessary, refers the student for additional assistance from other college services.~~

- ~~b.c.~~ Maintains regular office hours as required, and provides a copy of that schedule to the dDivision/-sSchool Ddean and/or Vice President for Instruction/Student Services each semester.
- ~~e.d.~~ Reports assessment data on student learning outcomes, administrative unit outcomes, and/or student services outcomes.
- ~~d.e.~~ Participates in curriculum development and program review.
- ~~e.f.~~ Completes and submitsSubmits-completed required documents in a timely manner.
- ~~f.g.~~ Consults with Ddepartment Cchair and/or Ddean on matters pertaining to departmental issues and concerns.
- ~~h.~~ Follows -the regulations, policies, and procedures of the college and dDeistrict as published.
- ~~i.~~ Respond to student communications when appropriate.
- ~~j.~~ Maintains an effective instructional environment in the classroom or its equivalent.
- ~~k.~~ Develops and maintains good relations with other departments/schools of the college.

~~10. Keeps students informed of their class progress.~~

~~11. Responds to student communications.~~

~~12.. Maintains an effective instructional environment in the classroom or its equivalent.~~

~~13. Develops and maintains good relations with other departments/schools of the college.~~

II. DUTIES AND RESPONSIBILITIES THAT PERTAIN TO SPECIFIC FACULTY ROLES

1. ~~I~~CLASSROOM FACULTY MEMBERS

- ~~———— A.~~ Effectiveness in Performance
 - ~~1.~~ Demonstrates thorough current knowledge of subject, matter and course of study.
 - ~~a.~~ Fulfills requirements of the Course Outline of Record.
 - ~~a.b.~~ Selects textbooks, supplementary materials, reference materials and resources, library books and periodicals, equipment, media, online materials, and/or supplies in for assigned courses.
 - ~~b.c.~~ Develops, and maintains, and utilizes approved course syllabussyllabi, outline, and curriculum content for current assigned courses assigned-consistent with established parameters the Course Outline of Record.
 - ~~e.d.~~ Distributes and/or makes available a course outline-syllabus to all students and the Ddivisiondivision/ School-school dDean on within the first weekday of class, including distance education classes, that covers the class requirements, SLOs,

~~grading procedures, criteria, and attendance requirements, and measurable performance objectives.~~

~~d.e. Reads, responds to, and evaluates all student work, and reports final grades to Admissions, Records, and Enrollment Services by an announced deadline each semester.~~

~~e.f. Establishes and maintains When teaching Distance Education courses, a framework for faculty will ensure that appropriate email and internet exchanges occur establish and maintain a framework for regular and sustained contact with students to optimize student learning and success whe-n teaching dDistance edEducation courses.~~

~~f.g. Teaches classes during the scheduled time and at the assigned location.~~

~~h. Keeps students informed of their class progress.~~

~~2. Provides quality instruction/learning environment pertaining to the assigned courses.~~

~~3. Utilizes appropriate and current college level teaching techniques and/or methodologies.~~

~~Answers and rResponds to email and voice messages student communications.~~

~~4. Promotes student retention.~~

~~5. Assists in the recruitment of students.~~

~~6. Mentors students.~~

~~7. Assists students in articulation and transfer activities.~~

~~8. Manages classroom issues.~~

~~3. Maintains an effective instructional environment in the classroom or its equivalent.~~

C. Involvement in College Activities and Community

~~1. Attends and participates in meetings convened by Division/School Dean, Vice President, President, and District Administrators.~~

~~2. Attends department/division functions; for example: department graduations, concerts and recitals, student outreach activities, and athletic events.~~

~~3. Participates in commencement.~~

~~4. Assists in student activity programs by accepting assignments as advisors and/or supervisors of student organizations and events.~~

~~5. Attends and participates in assigned meetings, such as, committees and advisory task forces.~~

~~6. Maintains professional relationships with employees of the District.~~

~~7. Teaches at on and off campus locations as assigned.~~

~~8. Searches for and obtains grants and other instructional resources following District guidelines.~~

~~D. Professional Growth and Service~~

~~Participates in professional organizations.~~

~~2. Attends and participates in College/District in-service activities for professional growth and development.~~

~~3. Participates in local community activities.~~

2. H.B.—COUNSELORS/LEARNING DISABILITY SPECIALISTS

~~A. Effectiveness~~

~~a. 1. Provides individual academic, career, and personal counseling to students.~~

~~b. Counsels and assists students regarding attainment of their educational goals.~~

~~a.c. Encourages best effort from students to take responsibility for their own learning.~~

~~d. Maintains contact familiarity with college departments, articulation agreements with four-year institutions, and community resources and agencies related to guidance and counseling.~~

~~e. Administers and interprets appropriate tests (onsite or online) as a part of the counseling process, such as matriculation testing (including information competency) and placement.~~

~~f. Assist students in identifying the necessary skills for successful completion of certificate and degree offerings.~~

~~g. Participates in new student orientations, advisements, and other first-year experience activities.~~

~~b.h. Provide guidance and information to students regarding the selection of major, choice of job/career path, and creation of academic plans.~~

~~e.i. Works with probationary students to set up contracts to ensure their success; help them succeed.~~

~~d.j. Participates in and/or coordinates outreach activities with to outreach to recruit students from area public and private high schools.~~

~~e. Communicates with other departments of the college and with individual members of the faculty in order to provide counseling services that meet the needs of all disciplines schools with activities, such as High School Senior Day, Counselor Day, and Family Night.~~

k. _____2

~~2. B. _____ Involvement in College Activities and Community~~

~~3.~~

~~4. _____ 1. _____ Attends and participates in meetings convened by Division/ School Dean, Vice President, President, and District Administrators.~~

~~5.~~

~~6. _____ 2. _____ Attends department/division functions, such as, department graduations, concerts/recitals, student outreach activities, and athletic events.~~

~~—~~

~~7. _____ 3. _____ Participates in commencement.~~

~~8.~~

~~9. _____ 4. _____ Assists in student activity programs by accepting assignments as advisors and/or supervisors of student organizations and events.~~

~~10.~~

~~11. _____ 5. _____ Attends and participates in assigned meetings, such as, committees, advisory task forces.~~

~~12.~~

~~13. _____ 6. _____ Maintains professional relationships with employees of the District.~~

~~14.~~

~~15. _____ 7. _____ Counsels at on- and off-campus locations.~~

~~16.~~

~~17. _____ 8. _____ Searches for and obtains grants and other resources following District guidelines.~~

~~18.~~

~~19. _____ C. _____ Professional Growth and Service~~

~~20.~~

~~21. _____ 1. _____ Participates in professional organizations.~~

~~22.~~

~~_____ 2. _____ Attends and participates in College/District in-service activities for professional growth and development.~~

~~23.~~

~~24. _____ 3. _____ Participates in local community activities.~~

~~25.~~

H

~~26.3. _____ LIBRARIANS~~

~~_____ A. _____ Effectiveness~~

- a. Provides reference service to students, faculty, and community.
- b. Oversee patrons in the library and ~~supports enforces~~implements library rules and regulations.
- c. ~~Acquires print and non-print~~resources for the library collection.
- d. Oversees the acquisition, ~~disposition-~~, and disposal of library resources and supplies.
- e. Catalogs books and non-print materials~~library resources~~.

- f. Oversees the ~~preparation and acquisition~~ processing, ~~for circulation of books, periodicals, and media.~~ And and maintenance of library resources.
- g. Provides instruction, both formal and informal, in the use of library resources and services.
- h. Oversees scheduling of library displays.
- i. Assists in the preparation of reports on library activities and resources.
- j. Coordinates with dean regarding d~~Directings~~ and ~~overseeings~~ the day-to-day duties of library assistants, technicians, and student aides.

Communicates with other departments/schools of the college and with individual faculty members of the faculty in order to provide library services that meet the needs of all disciplines. and to publicize library resources., etc., which may publicize and promote the library.

~~_____~~ B. Involvement in College Activities and Community

~~_____~~ 1. Attends and participates in meetings convened by Division/ School Dean, Vice-President, President, and District Administrators.

~~_____~~ 2. Attends department/division functions, such as, department graduations, concerts/recitals, student outreach activities, and athletic events.

~~_____~~ 3. Participates in commencement.

~~_____~~ 4. Assists in student activity programs by accepting assignments as advisors and/or supervisors of student organizations and events.

~~_____~~ 5. Attends and participates in assigned meetings, such as, committees, advisory task forces.

~~_____~~ 6. Maintains professional relationships with employees of the District.

~~_____~~ 7. Searches for and obtains grants and other resources following District guidelines.

~~_____~~ C. Professional Growth and Service

~~_____~~ 1. Participates in professional organizations.

~~_____~~ 2. Attends and participates in College/District in-service activities for professional growth and development.

~~_____~~ 3. Participates in local community activities.

27.4. IVCOACHES

~~_____~~ A. Effectiveness

Selected statements may require coordination with the ~~Athletic-athletic~~
~~Director/director/Dean/dean~~.

~~1~~~~Provides the College faculty, staff, students, athletes, alumni, and public a quality athletic~~
~~program.~~

- a. Represents the community, the ~~College-college~~ and the ~~Aathletic Department~~
~~department~~ in a professional manner that enhances and promotes college athletics.
- b. Assist in the coordination of ~~Coordinates all~~ fund-raising events and expenditures
of proceeds.
- c. Establishes and adheres to a schedule of regular team meetings, scrimmages, ~~and~~
practices and competitions.
- d. Submit schedules for practice and competitive events to the dean/athletic
director/dean on time each year for approval.
- e. Attends and coaches assigned practices and competitions.
- ~~d.f.~~ Organize, supervise, coordinate, and evaluate practice sessions and related
activities with proper attention to student athletes' mental and physical well-
being.
- ~~e.g.~~ Maintain cCommunications with the dDean/aAthletic Ddirector as well as
various student groups, for example, Associated-associated Student-student
Governmentgovernment, the college newspaper, Ppep sSquad advisor, and
Student-student Affairs-affairs Director-director.
- ~~f.h.~~ Comply with Adheres to the recruiting guidelines established by college
administration and the and proper recruiting techniques established by college
administration and the Commission on Athletics (COA)California Community
College Athletic Association (CCCAA); and vigorously recruit in the appropriate
areas.
- ~~g.i.~~ Vigilantly monitors, participates in, and adheres to the Athletic-athletic
Department-department academic eligibility procedures for student athletes, and
consult with the dean-/athletic director/dean, as appropriate.
- ~~h.j.~~ Coordinate Makes provisions for transportation, meals, and lodging for the team,
when necessary.
- ~~i.k.~~ Cooperates with Certified Athletic Trainers on medical examinations, insurance
claims, and medical help for injured players.
- ~~j.l.~~ Cooperates with aAthletic eEquipment aAttendants in providing an efficient
system for managing equipment.
- ~~k.m.~~ Cooperates with the athletics-Sports-Information-information oOfficer by
in maintaining adequate and accurate records and statistics of athletes, personnel,
and intercollegiate athletic events.
- ~~l.n.~~ Cooperates with athletic counselor(s) to ensurein support of the academic success
of student athletes.
- ~~m.o.~~ Maintain professional conduct in relation to all attendees and participants
during competitive events.
- ~~n.p.~~ Notifiesy the Athletic-athletic Office-office and the Transportation-transportation
oOffice immediately when an event has been postponed or cancelled.

~~o.q.~~Contact with incoming and returning athletes during the off-season and summer months.

~~with the Athletic Director for prior approval.~~

~~in order to xx.~~

~~78. Actively and vigorously recruits athletes within the District and the areas contiguous to the District. District areas assigned to the College.~~

~~9. Adheres to all rules, regulations, procedures, and policies for athletic programs as established by CCCL, CCCAA, the conference, the college and the District.~~

~~Collects data and participates in program review and accreditation processes.~~

~~3839. Remains current in technology.~~

~~3940. Demonstrates interest, tolerance, and fairness.~~

~~4041. Observes, supports, and enforces the regulations, policies, and programs of the College as published and announced.~~

~~4142. Participates through proper channels of communication for suggesting improvements in the policies and procedures of the College.~~

~~4243. Assists in the organization and participates in meetings of advisory committees where applicable.~~

~~4344. Carries out other duties as assigned by the appropriate administrator.~~

~~B. Involvement in College Activities and Community~~

~~1. Attends and participates in meetings convened by Division/School Dean, Vice President, President, and District Administrators.~~

~~2. Attends department/division functions, such as, department graduations, concerts/recitals, student outreach activities, and athletic events.~~

~~3. Participates in commencement.~~

~~4. Assists in student activity programs by accepting assignments as advisors and/or supervisors of student organizations and events.~~

~~5. Attends and participates in assigned meetings, such as, committees, advisory task forces.~~

~~6. Maintains professional relationships with employees of the District.~~

7. ~~Searches for and obtains grants and other resources following District guidelines.~~

8. ~~Attends clinics to keep informed of trends, techniques, and strategies.~~

C. ~~PROFESSIONAL GROWTH AND SERVICE~~

1. ~~Participates in professional organizations.~~

2. ~~Attends and participates in College/District in-service activities for professional growth and development.~~

3. ~~Participates in local community activities.~~

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-101 Missions, BP-4117 Family Medical Leave for Administrators and Classified Management Personnel, BP-5050 Student Success and Support Programs, BP-5404 Sexual and Other Assaults

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

Four board policies are presented to the Board of Trustees for "Review / 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 17, 2015 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies, as shown in EXHIBIT A through D.

BOARD POLICY

101

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

MISSIONS

The District and College missions will be evaluated and revised, as appropriate, on an annual basis.

Reference:

~~WASC/ACCJC Standard One~~ ACCJC Accreditation Standard I.A

BOARD POLICY

4117

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

FAMILY MEDICAL LEAVE FOR ~~EMPLOYEES~~ ADMINISTRATORS AND CLASSIFIED MANAGEMENT PERSONNEL

In accordance with state and federal law, the Board of Trustees shall grant family care and medical leave to eligible employees, without discrimination. Employees who are granted such leave shall be employed in the same or a comparable position upon returning from family care or medical leave, subject to any exceptions or limitations provided by law.

References:

- 1) *Government Code, Section 12940, Unlawful employment practices; Section 12945, Pregnancy; childbirth or related medical condition; unlawful practice; Section 12945.2, California Family Rights Act; family care leave; definitions; conditions; Section 19702.3, Family care leave; exercise of rights*
- 2) *Title 2, California Code of Regulations, Sections ~~7297.0-7297.9~~, 11087-11097 Family care leave*
- 3) *Title 29, United States Code, Sections 2601, 2611-2619, 2631-2636, 2651-2654, Family and Medical Leave Act of 1993*
- 4) *Title 29, Code of Federal Regulations, Section 825, Family and Medical Leave Act of 1993*

Adopted: 5-10-93

Revised: 4-26-99

Revised: 1-31-05

Reviewed by BPARAC & Chancellor on 2-27-12. No recommended change to policy
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BOARD POLICY

5050

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

STUDENT SUCCESS AND SUPPORT PROGRAMS

To assist in attaining equality of educational opportunity and success for the students in the South Orange County Community College District. Colleges shall provide students opportunity for (1) access, (2) equitable, quality education, and (3) successful attainment of their educational objectives, with full range of support services through matriculation, all of which acknowledge the requirements and intent of the Seymour Campbell Act of 1986 and Student Success Task Force Requirements, September 2012.

Reference:

California Education Code, Section 78210 et. seq.; Title 5,
California Code of Regulations, Sections 55500 et. seq.
Seymour Campbell Act of 1986
Student Success Act of 2012 (SB1456)
ACCJC Accreditation Standard II.C.2

Adopted: 6-15-92
Technical Update: 4-26-99
Revised: 5-26-09
Revised: 12-3-14

BOARD POLICY

5404

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

SEXUAL AND OTHER ASSAULTS ON CAMPUS

Any sexual assault, or physical abuse, as defined by California law, including, but not limited to, rape, whether committed by an employee, student or member of the public that occurs on District property is a violation of District policies and procedures, and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The District will further encourage the reporting and promote the elimination of barriers for victims who come forward to report sexual assault. ~~(California Education Code, Section 67385.7).~~

Any student, faculty or staff member who is a victim of a sexual assault at or on the grounds of the South Orange County Community College District, upon off-campus grounds or facilities maintained by the District or upon grounds or facilities maintained by affiliated student organizations shall receive treatment and information as set forth in the administrative ~~regulations~~ regulations ~~(California Education Code, Section 67385).~~

The Chancellor shall establish administrative regulations, and the college presidents shall develop written procedures and protocols consistent with this policy and the administrative regulations adopted pursuant to this policy, ~~that ensure that~~ All students, faculty, and staff who are victims of sexual and other assaults will receive appropriate information and treatments, ~~and that~~ Educational information about preventing sexual violence is provided will be available and publicized as required by law. The regulations shall meet the criteria contained in the Education Code.

References:

Education Code Section 67385, ~~and~~ 67385.7, and 67386;
The Jeanne Clery Disclosure of Campus Security Policy
Campus Criminal Statistics Act; 34 C.F.R. § 668.46(b)(11)
~~*Education Code Sections 67385, 67385.7*~~

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: ATEP Utilities and Infrastructure Project, Phase 1,
Architectural Services, Dougherty + Dougherty Architects, LLP

ACTION: Approval

BACKGROUND

On June 22, 2015, the Board of Trustees approved \$7,000,000 for the ATEP Utilities and Infrastructure Project, Phase I, and \$3,100,000 for the IVC First Building parking lot. The ATEP Utilities and Infrastructure project, Phase I will include the parking lot scope of work and will support site development under the guidelines approved through the ATEP Development Framework, approved by the Board of Trustees on June 22, 2015.

There is a need to hire an architect to provide architectural and engineering services for the project. A request for proposals was provided to the architectural pool which was approved for use by the Board of Trustees on June 23, 2014.

STATUS

On September 1, 2015, two firms provided responses (EXHIBIT A). District and college staff evaluated the submittals and determined Dougherty + Dougherty Architects, LLP to be the best value for the project.

Staff recommends approval of the Dougherty + Dougherty Architects, LLP agreement (EXHIBIT B) in the amount of \$523,100 to perform architectural/engineering services for ATEP Utilities and Infrastructure project, Phase I.

Funds for these services are available within the approved project budgets of \$7,000,000 for ATEP Utilities and Infrastructure Project, Phase 1, and \$3,100,000 for ATEP IVC First Building Parking.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the architectural/engineering agreement (EXHIBIT B) with Dougherty + Dougherty Architects, LLP for the ATEP Site Utilities and Infrastructure project, Phase I in the amount of \$523,100.

**Request for Proposals for Architectural Services
ATEP Utilities and Infrastructure Project, Phase I**

South Orange County Community College District

September 28, 2015

<u>Company Name</u>	<u>City</u>	<u>Submitter's Name</u>
gkkworks	Irvine, CA	Matt Greiner
*Dougherty + Dougherty Architects	Costa Mesa, CA	Brian Dougherty

*Recommended Firm

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ARCHITECTURAL SERVICES, ATEP**

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**AGREEMENT – ARCHITECTURAL SERVICES, UTILITIES AND INFRASTRUCTURE PROJECT,
PHASE 1, ATEP**

This AGREEMENT is made and entered into this 29th day of September in the year 2015 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Dougherty + Dougherty Architects, LLP, 3194D Airport Loop, Costa Mesa, CA 92626-3405, hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain architectural services for the Advanced Technology and Education Park (ATEP) Utilities and Infrastructure Project, Phase 1 more fully defined per Exhibit C, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** ARCHITECT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. ARCHITECT'S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. ARCHITECT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for one Project Manager and one Project Engineer. The ARCHITECT shall designate Brian Dougherty, as Project Executive, and Seung Paek as Project Manager and Mark Oskorus as Civil Engineer. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or

- interview. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph
- 1.5. **Relationship of ARCHITECT to Other Project Participants.** ARCHITECT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements
 - 1.6. **Project Schedule.** The ARCHITECT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT'S approval a schedule for the performance of the ARCHITECT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
 - 1.7. **Duration.** The services covered by this AGREEMENT shall be completed within 25 months of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT'S services (Services) consist of those described in Article 2 and further delineated in Exhibit A, Responsibilities and Services of the ARCHITECT and Exhibit C, Narrative of Project Description, and include normal civil, structural, mechanical, electrical, landscape engineering services, and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.
- 2.2. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.3. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this agreement. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this Agreement. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

- 2.4. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
- 2.5. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.6. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT, schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.7. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.
- a. During the Schematic Design, and Design Development construction cost shall be determined by the DISTRICT'S budget for the PROJECT. Construction costs will be assessed during the Design Development phase. The ARCHITECT is required to include a 10% design contingency, to be carried through to 0% by completion of construction documents. 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 for the base project and any selected bid alternates that will be developed.
 - c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
 - d. Construction costs are considered hard project costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT'S consultants, or other costs which are the responsibility of the DISTRICT.
 - e. The ARCHITECT'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT'S best judgment as a professional familiar with the construction industry.
 - f. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not

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

- g. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:
 - 1. give written approval of an increase of such fixed limit;
 - 2. authorize rebidding of the PROJECT within a reasonable time;
 - 3. if the PROJECT is abandoned, terminate it in accordance this Agreement; or
 - 4. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- 2.8. **BIM**. The ARCHITECT and their consultant shall employ Building Information Modeling (BIM) using Revit or other approved software and make regular posting to a website accessible to the District throughout the design process. Clash detection will be employed as one form of consultant coordination. The ARCHITECT will be responsible to manage the BIM Model from the Project start to finish.
 - a. The ARCHITECT shall establish protocols for :
 - 1. Model origin, grid and units
 - 2. Information sharing and saving
 - 3. Clash detection
 - b. The ARCHITECT shall:
 - 1. Facilitate collection of sub-consultants model information
 - 2. Maintain record copies of all model files
 - 3. Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as pdf files
 - 4. Perform and report on clash detection as deliverable to each phase
 - 5. Assist sub consultants with meeting all requirements
 - c. The ARCHITECT shall be responsible to archive model as a complete bid set and provide same to DISTRICT in pdf format.

- d. The ARCHITECT and their sub-consultants shall use the following criteria for model development:
 - 1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non geometric information may be attached to the modeled elements.
 - 2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements
 - 3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.
 - 4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
 - 5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.
 - e. The ARCHITECT shall allow access to the BIM documents during both bid and construction.
- 2.9. **Sustainability**. The project shall be designed to maximize current and future sustainable design. Energy Modeling is outside the parameters of this agreement and will be services employed by the District. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- 2.10. **Regulatory Compliance**. The ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.11. **Building Codes**. The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this project. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. accessibility, travel distances, construction type, and fire access.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- 2.12. **Existing Conditions**. The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.13. **Coordination for Geological Report**. The ARCHITECT shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.

- 2.14. **Not Responsible for Hazardous Material.** Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT'S consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 2.15. **SDs to DDs.** Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, civil, and electrical systems, materials, and such other elements as may be appropriate.
- 2.16. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- 2.17. **Coordination for Government and Utility Authorities.** The ARCHITECT shall file documents required for the approval of governmental and utility authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT'S assistance. The DISTRICT shall pay all fees required by such governmental authorities.
- 2.18. **Bid Prep.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of electrical, and wet utilities and maintenance of unique paving systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
- 2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT'S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.20. **Over-Budget at Bid.** If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.
- 2.21. **Construction Administration.** The ARCHITECT shall provide administration of the construction contract. The ARCHITECT'S responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.

- 2.22. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.23. **Coordination of Others.** The ARCHITECT shall coordinate construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.24. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review and in no case exceed fourteen (14) calendar days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.26. **District Representative.** The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.27. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.29. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to

- the DISTRICT, based on the ARCHITECT'S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
- 2.30. **Reject Work.** The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.31. **Change Orders.** The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the project. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.32. **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 Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.

ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit for Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT'S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such

services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Regulatory Revisions. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. Scope Change after Phase Approvals. Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services required under Article V, paragraph 10 and changes related to design errors or omissions.
 - c. Change Orders. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
 - d. Damage or Destruction. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - e. Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
 - f. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - g. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
 - h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- 3.3. **Construction Administration Add Service**. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the

ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the ARCHITECT for 25 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit "A".
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to ARCHITECT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **Purchase and Maintain Insurance.** ARCHITECT shall purchase and maintain project specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. **Statutory Workers' Compensation and Employers' Liability.** ARCHITECT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which ARCHITECT may be liable. ARCHITECT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by ARCHITECT. The Employer's Liability Insurance required of ARCHITECT hereunder may be obtained by ARCHITECT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by ARCHITECT hereunder.
 - b. **Comprehensive general and auto liability.** ARCHITECT shall purchase and maintain Commercial General Liability and Property Insurance as will protect ARCHITECT from the types of claims set forth below which may arise out of or result from ARCHITECT'S services under this Agreement and for which ARCHITECT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or

death of any person other than ARCHITECT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by ARCHITECT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to ARCHITECT'S obligations under this Agreement; and (vi) for completed operations.

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

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

- c. **Professional liability insurance.** Professional liability insurance, including contractual liability, with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

- 5.2. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 5.3. **Insurance Evidenced.** Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- 5.4. **Coverage Amounts**

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

ARTICLE 6 COMPENSATION TO THE ARCHITECT

- 6.1. **Contract Price for Services.** The Contract Price for the ARCHITECT'S performance of the Services under this Agreement shall consist of the following lump sum prices:
- | | | |
|----|--|-------------------|
| a. | Programming and Schematic Design Phase | \$ 49,810 |
| b. | Design Development Phase | \$ 124,520 |
| c. | Construction Document Phase | \$ 174,350 |
| d. | Bidding Phase | \$ 24,900 |
| e. | Construction Phase | \$ 99,620 |
| f. | Close Out Phase | \$ 24,900 |
| g. | Reimbursable Cost | \$ 25,000 |
| h. | TOTAL | \$ 523,100 |
- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los

- Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in Exhibit B are services included in the ARCHITECT'S compensation for Services as set forth in Article 2 and Exhibit A.
- 6.3. **ARCHITECT Monthly Billing Statements.** ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services as a completed percentage, 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 monthly amounts.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after ARCHITECT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for ARCHITECT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.

- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Exhibit B) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The District shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her ARCHITECTs or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT'S Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the ARCHITECT, the ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - g. For additional services of ARCHITECTs, compensation shall be computed at a multiple of 1.05 times the amounts billed to the ARCHITECT for such services.
- 6.11. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

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

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.

- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of PROJECT.** The District may suspend this Agreement at any time without penalty by written notice to ARCHITECT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
- a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.

- b. Unless payment in full is received by the ARCHITECT within 7 days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
- d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the Project. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or 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:

John Edwards, Director of Site Development

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

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

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to ARCHITECT, ARCHITECT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **ARCHITECT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT'S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.6. **Definitions**

- a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
 - b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
 - c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
 - d. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
 - e. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
 - f. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
 - g. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed 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 final City of Tustin grading permit sign off and the Contractor has completed all other obligations to be performed on its part under the Contract.
- 11.7. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange

County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

- 11.9. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT'S employees.
- 11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.11. **Non-Assignment.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. **Permits/Licenses.** ARCHITECT and all ARCHITECT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

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

DISTRICT
John Edwards
Director, Site Development
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
jedwards@socccd.edu

ARCHITECT
Brian Dougherty
Principal
Dougherty + Dougherty Architects

3194D Airport Loop
Costa Mesa, CA 92626-3405
briand@ddarchitecture.com

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

11.15. **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

11.16. **Entire Agreement/Amendment**. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

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

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

“DISTRICT”

South Orange County Community College District

“ARCHITECT”

Dougherty + Dougherty Architects, LLP

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Brian Dougherty
Owner

(Date)

(Date)

(Taxpayer number)

Exhibit A	Responsibilities and Services of Architect
Exhibit B	Criteria and Billing for Extra Work
Exhibit C	Narrative of Project Description

EXHIBIT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential utilities, streets and parking requirements 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, City of Tustin, Health Department, etc.
2. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the Project including: architects; mechanical, electrical, structural, civil engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this Agreement.
3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this Agreement.
4. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the Project. Specifically, this Infrastructure Project requires coordination with the design-build team for the Irvine Valley College First Building, a project underway concurrently at the site. The Site Infrastructure project supports that building effort and design and DSA submissions must be coordinated.
5. Chair, conduct and take minutes of 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.
6. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this Agreement and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.
7. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation,

correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

8. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this Agreement through an amendment to this Agreement, as an additional service.

9. Be responsible for the design and the layout of all wet and dry utilities including: water, sewer, storm drain, gas, electric, data and phone main lines using DISTRICT established standards. The coordination effort shall include sizing, location, and routing of main lines, main lines, to accommodate sizing to accommodate Development Master Plan, Phase I and IVC First Building points of connection. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone system design.

10. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the Project.

11. Develop 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 who is to subcontract with the ARCHITECT.

12. ARCHITECT to document the location of existing underground improvements including: telephone, water and sewage, structural piles from buildings previously demolished, etc., and above ground improvements, i.e. transformers, within and adjacent to the limits of the DISTRICT on-site property and within the project area as needed. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing project utilities and any required off site points of connection to provide a complete project and that results in a fully functioning IVC ATEP First Building.

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

14. ARCHITECT is not responsible for:

- a. Ground contamination or hazardous material analysis
- b. Any asbestos testing, design or abatement
- c. Environmental impact report
- d. Historical significance report
- e. Soils investigation
- f. Geotechnical hazard report

g. Topographic survey

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

16.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

Upon final execution of the Contract with the DISTRICT, the ARCHITECT 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. ARCHITECT'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. ARCHITECT'S work plan, when approved by DISTRICT, shall not and must not be exceeded by ARCHITECT except when DISTRICT and ARCHITECT 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 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. Review existing information and perform any necessary 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; natural gas availability and requirements; and domestic, reclaimed 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 ARCHITECT:
 - 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. The ARCHITECT will include a 10% design contingency to be carried through to 0% by completion of the construction documents.
 - 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 ARCHITECT'S proposed cost format must be submitted to the DISTRICT for review and approval.
 - e. ARCHITECT shall submit a unit cost breakdown for two types of construction cost models ranging from a low end per linear foot of pipe runs and asphalt/concrete cost for the DISTRICT'S consideration, to high end per linear foot cost. The unit cost shall include all of the site work, and will not include the general contractor's overhead

and profit, and general condition. (Include separate line items for bid alternates 1 and 2, other additional upgrades/condition assessment scope and possible alternate reductions).

- 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 scope of work. 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, and potential for future site development.. In addition, ARCHITECT shall design the roads, parking lots and utility infrastructure of the Project in accordance with recommendations of the DISTRICT'S soil consultant as provided by the DISTRICT. ARCHITECT must notify the DISTRICT in time to prepare this soil report for ARCHITECT'S use if the existing report is inadequate.
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 for the IVC ATEP First Building 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 project 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 one (1) meeting per week, not to exceed three meetings, will be convened between the DISTRICT and the ARCHITECT. These meeting will not exceed one day in duration and will be held on the PROJECT's campus location. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the ARCHITECT.

DELIVERABLES

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

3 copies of Program Report. (A written program prepared by ARCHITECT that incorporates the DISTRICT'S program planning, design objectives, constraints, and criteria including relationships, flexibility, expandability, special equipment and systems and a comparison between developed program and criteria 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.

PROJECT CESSATION PROVISIONS

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

C. DESIGN SERVICES TASK II

SCHEMATIC DESIGN

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

1. Architectural:
 - a. Scaled site plans showing overall dimensions, identifying the various major areas and their relationship, including vehicle and pedestrian circulation. Also, provide typical layouts of major equipment, vaults or utility junctions.

- b. Preliminary site (roadways, parking lots, etc.) elevations in sufficient detail to demonstrate design concept.
- c. Site plan with IVC First Building 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.
- d. Identify minimum materials requirements, including concrete, asphalt, piping, wiring, types of transformers, meters, connectors, etc.
- e. Identify code requirements for all authorities having jurisdiction. Review with DISTRICT prior to implementation.

2. Structural:

- a. Layout any required structural systems with dimensions and elevations. Identify structural systems with preliminary sizing identified.
- b. Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.

3. Electrical:

- a. Provide "Basis of Design Narrative"
- b. Calculate overall approximate electrical loads required for all Development Framework Phase I buildings.
- 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. Transformers
 - 2. Vaults
 - 3. Street lights
 - 4. Walkway and parking lot lighting
- e. Identify and define the scope of data/telephone support infrastructure.

4. Civil:

- a. Development of site utility systems such as sewer, water (reclaimed and potable), storm drain, firewater lines relative to a partial loop for future expansion and fire hydrants.
- b. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

5. Landscaping:

Development and coordination of sustainable landscape design concepts in alignment with City of Tustin defined parameters and entailing analysis of existing conditions, proposed components and how the IVC ATEP First Building and this project will interface between one another. Include location and description of planting, ground improvements and visual barriers.

6. Specifications:

Outline specifications of proposed architectural, structural, civil and electrical materials, system and equipment and their criteria and quality standards. ARCHITECT is to use the more stringent of the following: DISTRICT'S standardized equipment/material list for new construction in development of the project design and specifications, the Standard Plan for Public Works Construction (the Green book) and the City of Tustin requirements where the District site interfaces with City streets and roadways.

7. 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. ARCHITECT is required to include a 10% design contingency to be carried through to 0% by completion of the construction document phase.
- 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. ARCHITECT 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 weekly meetings will convene between the DISTRICT and the ARCHITECT 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 ARCHITECTS.

DELIVERABLES

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

PRESENTATION

ARCHITECT 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 ARCHITECT. The DISTRICT shall pay the ARCHITECT 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, ARCHITECT shall prepare, from the Schematic Design Phase documents approved by the DISTRICT, Design Development Phase documents consisting of the following:

1. Architectural:
 - 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 outline specification for architectural, structural, electrical, civil and landscape systems and equipment.
 - e. 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. Structural:

- a. Structural drawing with all major members located and sized.
 - b. Establish final vault elevations.
 - c. Coordinate with final ATEP IVC First Building site plan and elevations.
 - d. Preliminary specifications.
 - e. Identify any necessary foundation requirements (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.
3. Electrical:
 - a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels and controls for each location.
 - 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. Recommendations to acquire highest level of energy savings.
 - e. Legend showing all symbols used on drawings.
 - f. More developed outline specifications indicating quality level and manufacturer.
4. Civil:
 - a. Further refinement of SD drawings of points of connection and runs for utility systems for sewer, water (reclaimed and potable), storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - b. 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.
 - c. Outline specifications indicating quality level and manufacturer.
5. 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.
6. Specification:

DISTRICT to provide general condition specification and supplementary conditions.

7. 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 ARCHITECT fee and general conditions shall be listed separately.

MEETINGS

During the Design Development Phase it is anticipated that one meeting per week 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 ARCHITECT. DISTRICT and ARCHITECT shall schedule progress meetings to coincide with the ARCHITECT'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
- 4 - Probable Cost
- 2 - DSA File, including all correspondence, meeting notes, etc. to date

CONSTRUCTION DOCUMENT

Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase, ARCHITECT 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. Architectural:
 - a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - b. Elevations (exterior and interior) for any required utility structures.
 - c. Architectural details and large blow-ups underway.
 - d. Site utility plans nearly complete.

- e. Fixed equipment schedules, details and identification underway.
 - f. 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. Structural:
 - a. Structural site plans and sections with detailing well advanced.
 - b. Structural footing and foundation plans, with detailing well advanced.
 - c. Completed cover sheet with general notes, symbols and legends.
- 3. Electrical:
 - a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
 - b. All electrical equipment schedules nearly complete.
 - c. Special system components should be approximately located on plans.
 - d. Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- 4. Civil:

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

All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.
- 6. Probable cost:

Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.
- 7. 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.

- c. Begin coordination efforts with DISTRICT Division 0 documents.

CONSTRUCTION DOCUMENTS 75% STAGE

Architect 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 for any required utility support structures.
 - c. Architectural details and large blow-ups near completion.
 - d. Site utility plan virtually complete.
 - e. Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walkways, hardscape, roads and parking lots.
 - f. All equipment catalog cuts.
2. Structural:
 - a. Completed structural floor plans and sections with detailing well advanced.
3. 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.
4. Civil:
 - a. All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
 - b. Load calculations completed and verified for all utility systems (wet and dry).
5. Landscape:

- a. All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.
- 6. Specifications:
 - a. 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:

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

- 1. Architectural:
 - a. Completed site plan, elevations and sections.
 - b. Architectural details and large blow-ups completed.
 - c. Schedules completed, including all details.
 - d. Site utility plans completed.
 - e. Fixed equipment details and identification completed.
- 2. Structural:
 - a. Structural plans and sections with detailing completed.
 - b. Structural calculations completed.
- 3. 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. Special system components plans completed.
- 4. Civil:

All site plans, site utilities, parking and roadway systems completed.
- 5. Probable Cost:

Update and refine the 50% Construction Document Probable cost.
- 6. 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 ARCHITECT incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the ARCHITECT during this stage should be at no additional cost to the DISTRICT.

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

1. Drawings:
All drawings with ARCHITECT/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 one meeting per week 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 ARCHITECT Services.

DELIVERABLES

Copies:

- 4 - Fifty percent (50%) submittal – 4 copies of the fifty percent (50%) working drawings, 4 specifications, and 4 probable costs.
- 4 - Seventy five percent (75%) submittal – 4 copies of the seventy five percent (75%) working drawings, 6 specifications and 6 sets of equipment cut sheets.

- 2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit with 50% 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 with 100% CD submittal).
- 3 - 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 with all submittals, 50% 75%, 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 ARCHITECT. ARCHITECT 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 ARCHITECT 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 ARCHITECT and reviewed by the DISTRICT prior to release.

ARCHITECT shall be present during the bid opening.

CONSTRUCTION ADMINISTRATION PHASE

1. The ARCHITECT'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 ARCHITECT shall be also be required of ARCHITECT'S sub-consultants as pertains to their scope of work.

2. During construction, the ARCHITECT 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 ARCHITECT will proceed with the services required by the Construction Administration Phase of this Agreement upon Board approval for award of construction bid.
4. The ARCHITECT 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 ARCHITECT'S action shall be taken within fourteen(14) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fourteen(14) calendar days from the receipt by the ARCHITECT.
5. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner and shall not exceed 14 days 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 ARCHITECT'S responsibilities, shall be considered extra services.
7. ARCHITECT 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. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the Project.
8. ARCHITECT 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 ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the contractor's performance.
10. The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be

- responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
11. ARCHITECT shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ARCHITECT shall review contractor's submittal for completeness and submit to DISTRICT.
 12. ARCHITECT 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 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.
2. ARCHITECT 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. ARCHITECT shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
 - b. ARCHITECT shall walk with DISTRICT and contractor to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.
 - c. ARCHITECT 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, ARCHITECT shall provide to the DISTRICT a cost analysis of all outstanding items.
3. ARCHITECT shall evaluate the success of any required maintenance period upon completion of the timeframe. ARCHITECT will confirm that the requirements for the maintenance period were met with a follow up report to the DISTRICT.
4. ARCHITECT 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 ARCHITECT 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. ARCHITECT shall perform a site walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the

condition of all facilities/improvements. ARCHITECT shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

EXHIBIT B - CRITERIA AND BILLING FOR EXTRA WORK

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

execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the ARCHITECT and each sub-consultant involved in the Project.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Principal Architect	\$190.00
Senior Project Manager Architect	\$175.00
Project Manager/Architect	\$160.00
Job Captain/Designer	\$145.00
Technical Architect	\$110.00
Administrative Personnel	\$90.00
<u>Hall & Foreman-Civil/Traffic/Office**</u>	
Project Director	\$165.00
Project Management (Project & Survey Manager)	\$155.00
Senior Engineer/Project Engineer/Project Surveyor/ Senior Designer/Principal Planner	\$140.00
Staff Engineer	\$125.00
Designer/Assistant Project Manager/Planner/Survey Analyst	\$105.00
Planner	\$100.00
Project Assistant/Expeditor	\$90.00
Administrative	\$70.00
<u>Hall & Foreman-Civil/Field Survey**</u>	
1 Person Survey Crew	\$155.00
2 Person Survey Crew	\$205.00
<u>Hall & Foreman-Civil Construction**</u>	
Resident Engineer	\$140.00
Inspector	\$125.00
<u>Pacific Engineers Group-Electrical**</u>	
Principal	\$170.00
Project Engineer	\$130.00
Engineer	\$115.00

CAD	\$70.00
Clerical	\$45.00
<u>NUVIS-Landscape Architecture**</u>	
Senior Principal	\$200.00
Principal	\$172.00
Senior Associate	\$155.00
Technician I	\$140.00
Technician II	\$130.00
Draftsperson	\$120.00
Administrative	\$85.00
<u>Yuang Tai-Cost Estimating**</u>	
Principal Cost Estimator	\$139.66
Senior Estimator	\$114.54
Estimator	\$91.43

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

EXHIBIT C – PROJECT DESCRIPTION NARRATIVE

ARCHITECT will provide the professional services to complete the following project using the ATEP Development Framework (as amended):

Base Project

Wet utility lines from Bell Avenue into the site carrying through to the intersection of Hope Avenue and Lansdowne Road and under the extension of Hope Avenue to the LIFOC line (see attached drawings for clarification of this location) to be capped at that point for eventual extension as required.

Dry utilities (electric, data & natural gas).

Street improvements to Lansdowne, creating an accessible pathway to Valencia and entrances for the first ATEP Building parking lot.

Sidewalk improvements along Valencia from Lansdowne to the LIFOC line.

200' fire lane/walkway from the intersection of Hope Avenue and Lansdowne, constructed over the main line utility pipes toward the Bell Avenue entrance round-a-bout.

300 space parking lot to be constructed along the length of Lansdowne between the Hope Avenue extension and Valencia.

Required street and parking lot LED lighting to meet DSA standards on all improved or added roadways, walkways or parking lots.

Partial fire loop for the property, including all required fire hydrants.

Bid Alt 1

Extension of Hope Avenue to the round-a-bout, the round-a-bout and its extension to an intersection on Valencia.

Extend sidewalk along Valencia to new entrance at the round-a-bout.

A signalized intersection at the newly created entrance at Valencia, if required by the City of Tustin.

Note: This option requires, once designed, the DISTRICT will need to petition the Department of the Navy for which time must be allowed on the schedule. This petition is routed through the City of Tustin to obtain a PERF Agreement to permit construction. In the past the Navy has not permitted the DISTRICT to dig below 5' in the LIFOC area, which will preclude continuation of the utilities under Hope until some point in the future.

Bid Alt 2

Extension of the fire lane/walkway from point of connection (approximately 200' from the intersection of Hope Avenue and Lansdowne) to the round-a-bout at the entrance off Bell Avenue.

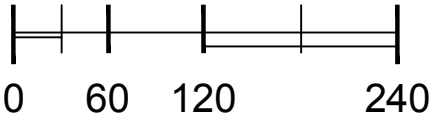
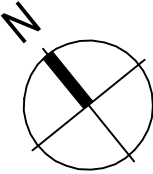
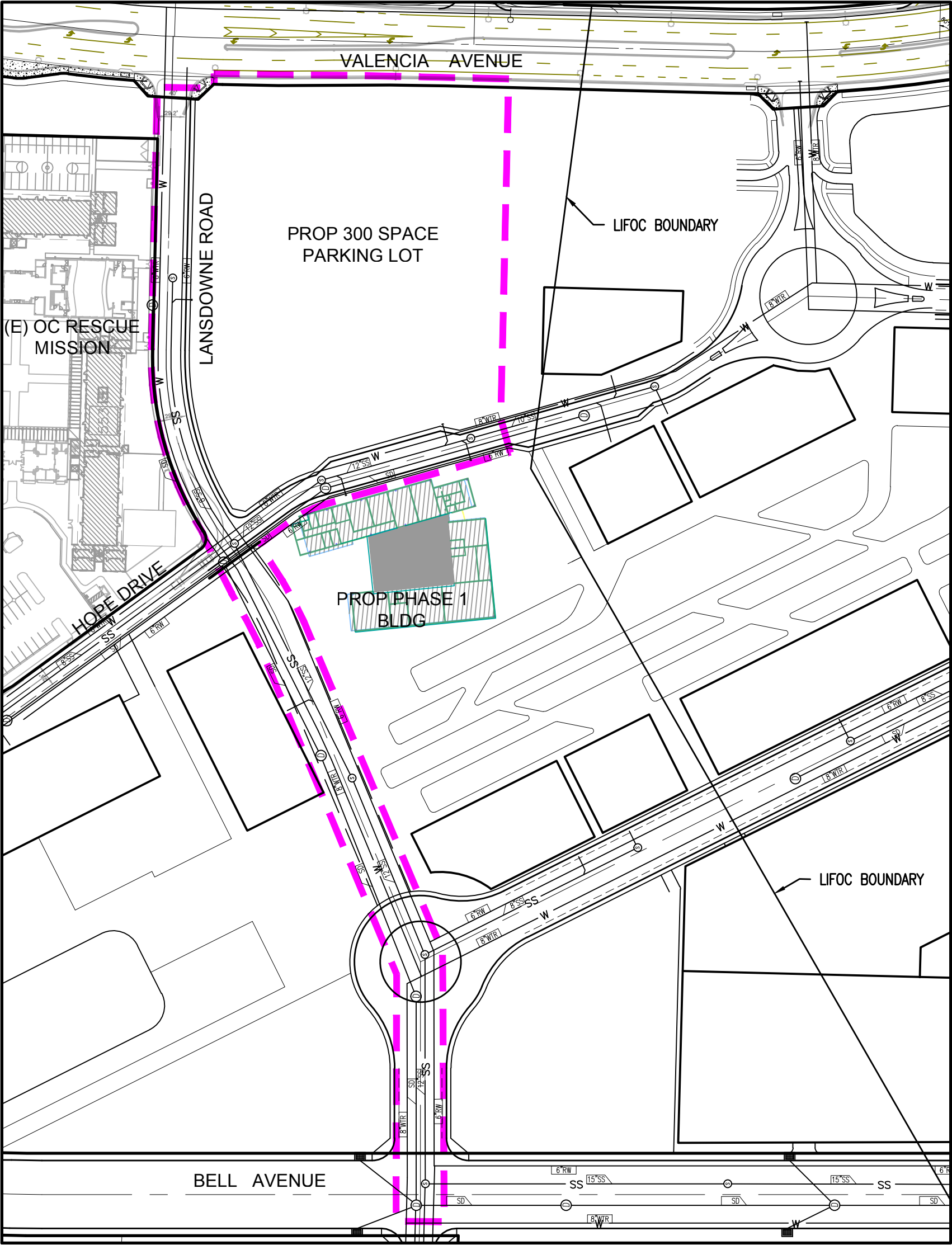
A round-a-bout entrance off Bell Avenue.

Note: This option creates fire access to the central core of the property and would support construction for the next phase of development and further develop the Phase 1 site build-out. This bid alt does not require a PERF agreement as does the construction in LIFOC identified in Bid Alt 1.

Site Drawings

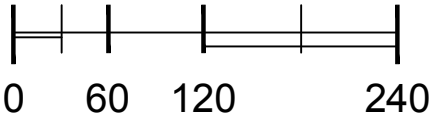
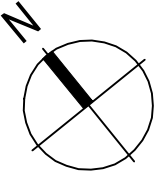
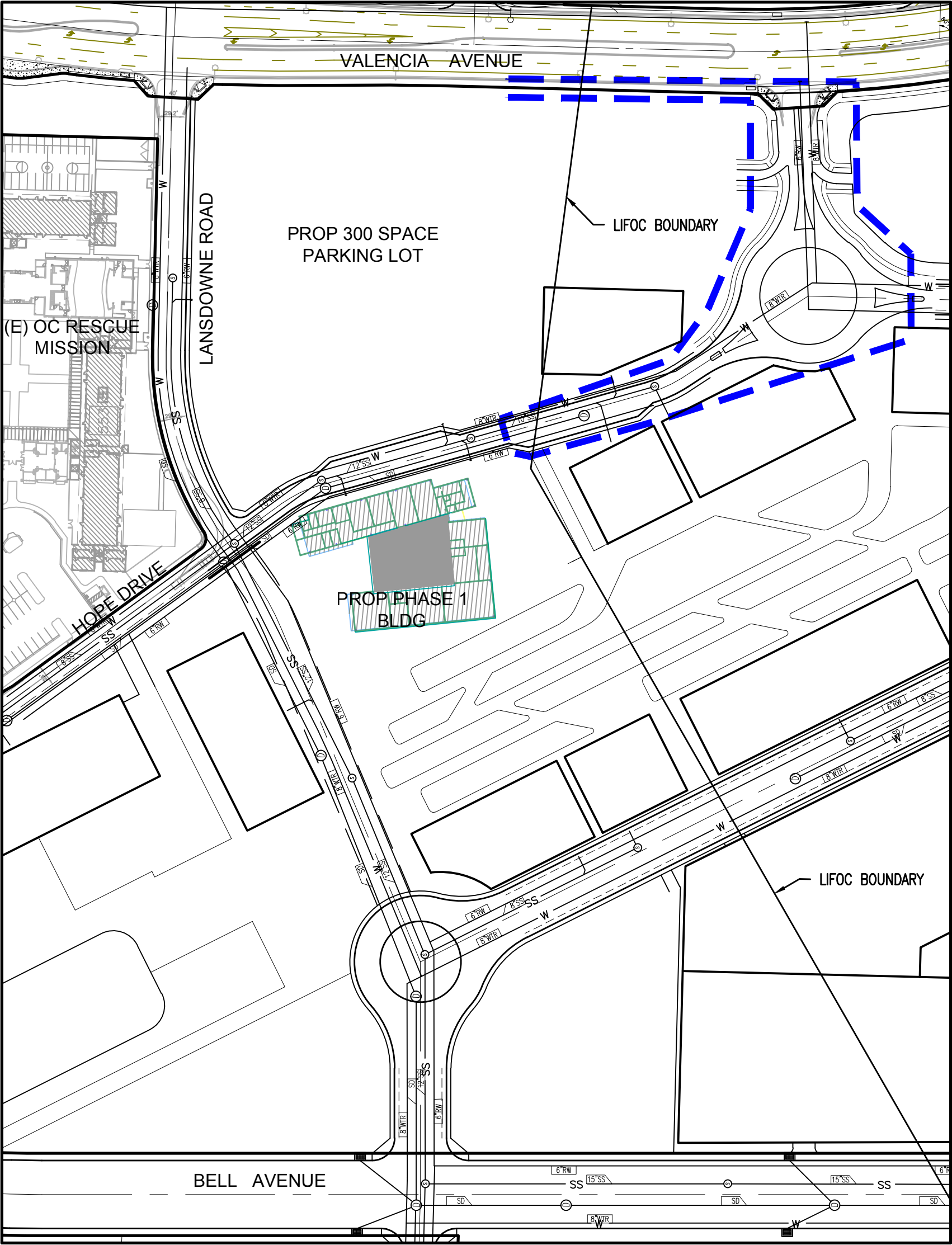
Exhibits C.1 to C.3 provide site drawings of the area to be developed at the ATEP site and are provided to offer some scale to each of the previously described project scopes, the Base Project, Bid Alternate #1 and Bid Alternate #2. The dark shaded area near the center of each exhibit is the basic layout of the building currently under design by the design-build team of McCarthy Construction and Dougherty and Dougherty Architects.

EXHIBIT C.1 - Base Project Limits of Work

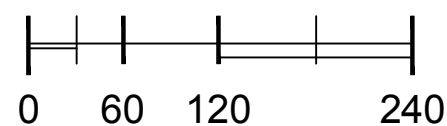
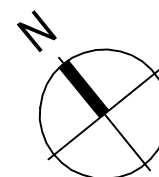
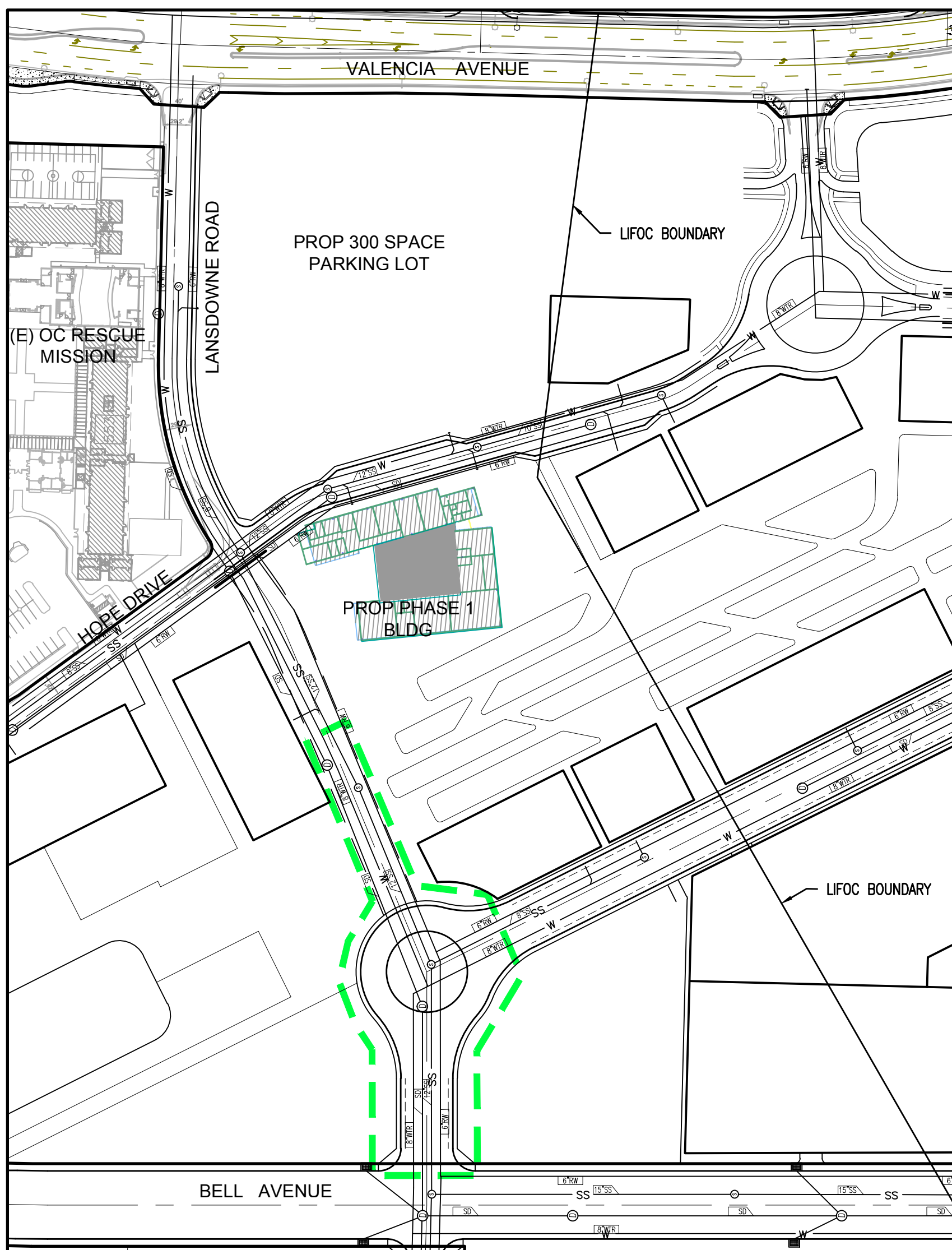


Sheet Description	Job. No.
BASE SCOPE OF WORK	14210.10
	Filename
	Date AUGUST 20, 2015
	Scale
	Sheet

EXHIBIT C.2 - Bid Alt #1 Limits of Work



Sheet Description	Job. No.
BID ALT #1	14210.10
	Filename
	Date AUGUST 20, 2015
	Scale
	Sheet



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: ATEP Land Exchange Demolition Project, Change Order No.3, AMPCO Contracting, Inc.

ACTION: Approval

BACKGROUND

On September 29, 2014, the Board of Trustees approved a \$2,425,000 construction contract with AMPCO Contracting, Inc. of Anaheim, CA for the ATEP Land Exchange Demolition project. On February 23, 2015 and April 27, 2015, the Board of Trustees approved no cost change orders extending the contract for a total of 55 days.

STATUS

EXHIBIT A describes the required modifications contained in Change Order Request No. 3. Approval will result in a decrease of \$25,999.73 in the total project cost.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code. Approval will bring the revised contract to \$2,399,000.27.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 3 (EXHIBIT A) for the ATEP Land Exchange Demolition project and authorize staff to execute the corresponding change order with AMPCO Contracting, Inc. which will result in a decrease of \$25,999.73, for a revised contract of \$2,399,000.27.

ATEP - Land Exchange Demolition

Bid #16

Board Change Order No. 3

September 28, 2015

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
16	General Contractor	AMPCO Contracting, Inc.		\$2,425,000.00	\$0.00	-\$25,999.73	\$2,399,000.27	
		1328 Allec Street CA 92805 Anaheim,	TOTAL	2,425,000.00			2,399,000.27	55

COR No.	Date	Description	Requested	Status	Amount	Time Extension
3	8/21/2015	Return unused allowance to district	by District	reviewed	(\$25,999.73)	0 days
		TOTAL THESE CHANGE ORDER REQUESTS			-\$25,999.73	0 days

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: ATEP Land Exchange Demolition, Notice of Completion, AMPCO Contracting, Inc.

ACTION: Approval

BACKGROUND

On September 29, 2014, the Board of Trustees approved the contract with AMPCO Contracting, Inc. for the ATEP Land Exchange Demolition project for a total amount of \$2,425,000. On February 23, 2015 and April 27, 2015, the Board of Trustees approved no cost change orders extending the contract for a total of 55 days.

Pending board approval at this September 2015 meeting for recommended Board Change Order No. 3, which will result in a decrease of \$25,999.73, the final contract equals \$2,399,000.27.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the ATEP Land Exchange Demolition project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for ATEP Land Exchange Demolition Project to AMPCO Contracting, Inc. for a final amount of \$2,399,000.27. It is also recommended that the board authorize the release of retention 35 days after the filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: LAND EXCHANGE DEMOLITION PROJECT at the ADVANCED TECHNOLOGY EDUCATION PARK, the contract for the doing of which was heretofore entered into the 27th day of October, 2014, which contract was made with AMPCO Contracting, Inc., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 28th day of September 2015, 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 ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY and FIDELITY AND DEPOSIT COMPANY OF MARYLAND; that the property hereinafter referred to and on which said improvements were made is described as follows:

ADVANCED TECHNOLOGY EDUCATION PARK
15445 LANSLOWNE ROAD
TUSTIN, CA 92782

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____ Dated _____
Gary L. Poertner
Chancellor

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Gary L. Poertner
(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: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology and Applied Science (TAS) Swing Space Project, Change Order No. 2, Solpac Construction, Inc. (dba Soltek Pacific Construction Company)

ACTION: Approval

BACKGROUND

On February 23, 2015, the board approved a lease/leaseback (L-LB) contract with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science (TAS) Building Swing Space project with a Guaranteed Maximum Price (GMP) of \$6,817,083.

The L-LB contract services agreement allows change orders to the GMP for additional work beyond the original scope of work. On June 22, 2015, the Board approved Board Change Order No. 1 in the amount of \$102,070 for a revised GMP of \$6,919,153.

STATUS

Additional work is required due to unforeseen conditions and district requested project enhancements. Solpac Construction, Inc. has provided a cost proposal for \$62,297, which has been reviewed and is recommended by staff.

The required modifications are contained in Change Order Requests No. 1-14. Approval of Board Change Order No. 2 (EXHIBIT A) will increase the Solpac Construction, Inc. contract amount by \$62,297 for a revised contract amount of \$6,981,450.

Basic aid funds for this change are available within the project budget of \$10,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 2 (EXHIBIT A) in the amount of \$62,297 with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science Building Swing Space project for a total contract amount of \$6,981,450.

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

Technology and Applied Science Swing Space Project
Saddleback College
Board Change Order No. 2
September 28, 2015

SOCCCD Bid #	DESCRIPTION	CONTRACTOR		GMP* CONTRACT AMOUNT	PREVIOUSLY APPROVED CORs	BCO No. 2 Total	REVISED GMP CONTRACT AMOUNT
2022	ATAS SS	Solpac Construction, Inc. (dba Soltek Pacific Construction Company)		\$6,817,083	\$102,070	\$62,297	\$6,981,450
		2424 Congress St. 200 San Diego, Ca., 92110	TOTAL	\$6,817,083			\$6,981,450

*GMP = Guaranteed Maximum Price

CO Request	Date	Description	Requested By	Status	Amount	Time Extension
1	06/25/15	Add water line isolation valve at parking lot 1	District	Approved	15,246	0
2	07/09/15	Abate underground water line	Unforeseen	Approved	4,389	0
3	08/17/15	ADD LED lights to match	District	Approved	448	0
4	08/17/15	Remove excess rock from site.	Unforeseen	Approved	4,420	0
5	08/17/15	Upsize breakers for carrier units at villages	District	Approved	1,626	0
6	08/17/15	Remove tree root Lower Campus Dr	District	Approved	9,351	0
7	08/17/15	Delete drywells at villages	Contractor	Approved	-1,486	0
8	09/02/15	Revise sewer POC at Village 32	Unforeseen	Approved	4,426	0
9	08/17/15	Back charge inspection overtime	Contractor	Approved	-304	0
10	08/17/15	Maintain parking lot lights at lot 1	Unforeseen	Approved	5,865	0
11	08/17/15	Remove water line	Unforeseen	Approved	1,670	0
12	09/04/15	Revise sewer POC at Village 21	Unforeseen	Approved	18,493	0
13	09/04/15	Credit – Village 8 scope reduction	District	Approved	-4,406	0
14	09/04/15	Waterline at parking lot 1	Unforeseen	Approved	2,559	0
					\$62,297	0

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology & Applied Science (TAS) Building Swing Space Project, Architectural Services Agreement, Amendment No. 7, R2A Architecture

ACTION: Approval

BACKGROUND

On April 30, 2012, the Board of Trustees approved hiring R2A Architecture for the Saddleback College Technology & Applied Science Building (TAS) Swing Space project for \$485,000. The original agreement provided for additional services, if necessary. On 9/23/2013, 1/27/2014, 5/19/2014, 12/15/2014, 01/26/2015 and 6/22/2015 the Board of Trustees approved Amendments No.1 through 6 for a total of \$262,280 and a revised contract amount of \$747,280.

STATUS

Additional architectural services are required to assist the district with designing a fiber optic connection to the Learning Resource Center (LRC) in accordance with the new Saddleback College standard. R2A Architecture has agreed to provide the additional architectural services for a fee of \$3,838.

Staff recommends approval of Amendment No. 7 (EXHIBIT A) for \$3,838, for a new contract total equaling \$751,118.

Basic aid funds for this amendment are available within the approved project budget of \$10,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 7, (EXHIBIT A) in the amount of \$3,838 with R2A Architecture, for the Saddleback College Technology & Applied Science Building Swing Space project for a total fee of \$751,118.

**AMENDMENT No. 7
TO ARCHITECTURAL SERVICES AGREEMENT
FOR
TECHNOLOGY & APPLIED SCIENCE BUILDING SWING SPACE PROJECT
SADDLEBACK COLLEGE**

September 28, 2015

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

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

WHEREAS, Article VIII, paragraph 1, establishes the compensation of the agreement at \$460,000 with a reimbursable allowance of \$25,000; and

WHEREAS, the Swing Space project requires additional architectural/engineering services to incorporate a new college standard for fiber optics connection to the LRC which are outside the original agreement; and

WHEREAS, Article III, paragraph 2 establishes that the contract amount for additional services may be adjusted by mutual written agreement.

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

Original Contract Amount:	\$485,000.00
Amendment No. 1	\$ 46,000.00
Amendment No. 2	\$163,420.00
Amendment No. 3	\$ 28,800.00
Amendment No. 4	\$ 6,170.00
Amendment No. 5	\$ 10,000.00
Amendment No. 6	\$ 7,890.00
Amendment No. 7	<u>\$ 3,838.00</u>
Revised Contract Amount:	<u>\$751,118.00</u>

IN WITNESS HEREOF, the Parties have executed this Amendment No. 7 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
R2A Architecture

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

By: _____
Etienne Runge
CEO

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Renovation Project, Hire Construction Manager, McCarthy Building Companies, Inc.

ACTION: Approval

BACKGROUND

On February 28, 2011, August 27, 2012, October 25, 2013, and June 23, 2014, the Board of Trustees approved a total of \$17,435,000 from basic aid for the Saddleback College Advanced Technology and Applied Science (ATAS) Renovation project.

On December 16, 2013, the Board of Trustees approved seven firms for a pool from which to draw construction management services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposals (RFP).

Construction management services are required for the Saddleback College ATAS Renovation project. An RFP for both preconstruction services and construction management services was provided to the pool.

STATUS

On July 30, 2015, the district received responses from six firms (EXHIBIT A) and the evaluation committee selected McCarthy Building Companies, Inc. as the recommendation for the best qualified team for both required services.

Staff recommends the use of McCarthy Building Companies, Inc. to perform the preconstruction services (EXHIBIT B) for a not to exceed amount of \$116,340 and construction management services (EXHIBIT C) for an amount of \$806,218 with a total value of \$922,558 for the Saddleback College ATAS Renovation project.

Basic aid funds are available in the approved project budget of \$17,435,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the preconstruction services agreement, (EXHIBIT B) for a not to exceed amount of \$116,340, and the construction management services agreement (EXHIBIT C) for an amount of \$806,218 with McCarthy Building Companies, Inc., for a total value of \$922,558 for the Saddleback College Advanced Technology and Applied Science Renovation project.

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

**Request for Proposals for Preconstruction and Construction Management Services
FOR
Advanced Technology and Applied Science Renovation Project
Saddleback College**

September 28, 2015

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTED BY</u>
APSI Construction Management	Irvine, CA	Jay Losak
Balfour Beatty Construction	Irvine, CA	Brian Cahill
Bernards	Irvine, CA	Rick Fochtman
Cumming	Aliso Viejo, CA	Anthony Sanchez
Kitchell CEM, Inc.	Costa Mesa, CA	Wendy Cohen
*McCarthy Building Companies, Inc.	Newport Beach, CA	John McRitchie

***Recommended Firm**

**AGREEMENT – ADVANCED TECHNOLOGY AND APPLIED SCIENCE (ATAS) RENOVATION PROJECT,
PRECONSTRUCTION SERVICES, SADDLEBACK COLLEGE**

This Preconstruction Services Agreement (“Agreement”) is entered into by South Orange County Community College District, a California community college district duly organized and validly existing under the constitution and laws of said State of California, hereinafter referred to as “DISTRICT”, and **McCarthy Building Companies, Inc.**, a corporation, hereinafter referred to as “CONSULTANT”, as of **September 28, 2015** (“Effective Date”), for the purposes of providing value design service work, constructability review, phasing and estimating services associated with construction documents and plans (collectively, “Plans and Specifications”) for the construction of the Advanced Technology and Applied Science (**ATAS**) **Renovation Project** to be located at the DISTRICT’s Saddleback College campus, hereinafter referred to as “Project.”

WHEREAS, CONSULTANT desires to provide consulting services regarding review of the design of the Project, including a constructability review and value engineering work, estimating, planning and phasing services associated with the anticipated construction of the Project, and review of the Plans and Specifications in conjunction with gkkworks (“Architect”); and

WHEREAS, DISTRICT and Architect entered into that certain “Architectural Services Agreement”, dated September 28, 2011, (“Architect Agreement”), pursuant to which Architect agreed to design the Project; and

WHEREAS, CONSULTANT, in conjunction with Architect has the knowledge and experience necessary to review the Plans and Specifications and otherwise perform constructability review and value engineering work; and

WHEREAS, the parties acknowledge that the CONSULTANT and DISTRICT may, at a later date, negotiate and approve Construction Management Services agreement, however, nothing in this Agreement shall be construed as any obligation by the DISTRICT to enter into a Construction Management Services agreement with the Consultant and that there are no warranties or guarantees (either expressed or implied) that CONSULTANT will be chosen as the Construction Manager for the Project; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT’S BASIC SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT’S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

- 1.3 **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for one Project Manager and Sub consultants identified as necessary by the CONSULTANT. The CONSULTANT shall designate **John McRitchie**, as Project Executive, and a management team of **Clint Fawcett** as Lead Constructability Review Manager and **Ryan “RJ” Miller** as Lead Bid Assist / CM. The Lead Bid Assist person is to be the same individual identified as the Lead Construction Manager for the project construction phase. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT’S firm that will be associated with the PROJECT.
- a. CONSULTANT shall submit, for written approval by the DISTRICT, the names of any consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual relation between the DISTRICT and any consultants employed by the CONSULTANT under the terms of this Agreement.
- b. CONSULTANT’S sub consultants shall be licensed to practice in California and have relevant experience with California education design and construction during the last five years. If any employee or consultant of the CONSULTANT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT’s request.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph
- 1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT’S services hereunder shall be provided in conjunction with applicable contracts between the DISTRICT and: (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 CONSULTANT is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements
- 1.6. **Project Schedule.** The CONSULTANT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The CONSULTANT shall submit for the DISTRICT’s approval a schedule for the performance of the CONSULTANT’S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT. The Constructability, Schedule, Estimate,

value engineering and project bid alternative recommendations shall be provided within 60 calendar days of signed agreement for use in the bid process.

ARTICLE 2 SCOPE OF CONSULTANT’S SERVICES

- 2.1 **Project Scope.** The CONSULTANT’S services include those described in this Article, and in general, all those necessary to produce accurate Plans and Specifications.
- 2.2 **Preliminary Project Schedule.** CONSULTANT shall provide a written preliminary evaluation of the Project and schedule requirements. Such evaluation shall include alternative approaches to design and construction of the Project. CONSULTANT shall provide a preliminary Project schedule (“Project Schedule”) for review and approval by the DISTRICT. The Project Schedule shall include all activity sequences and durations, construction phasing, milestone dates, and delivery of materials or equipment requiring long-lead time procurements. The Project Schedule shall be prepared with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. .
- 2.3 **Meetings.** CONSULTANT shall attend weekly Project coordination meetings and workshops during Project development for the Project, commencing upon Effective Date and continuing until execution of the Lease-Leaseback Agreement Documents or earlier termination of this Agreement, between DISTRICT’S representative(s), and other CONSULTANTS of the DISTRICT as required. CONSULTANT shall make formal presentations to the governing board of DISTRICT, if required. CONSULTANT’S services shall include:
- 2.4 **Construction Feasibility.** Provide recommendations on construction feasibility;
- 2.5 **Labor & Material Shortages.** Recommendation to minimize adverse effects of labor issue or material shortages;
- Knowledge of time requirements for procurement, installation, and construction cost including estimates of alternative designs or materials and possible economic savings or costs.
- 2.6 **Detailed Cost Estimate.** CONSULTANT shall review the detailed cost estimate for the Construction Budget. The CONSULTANT’S review and validation of Estimate of Construction Costs shall be based upon the current market conditions. The cost estimate shall be reviewed to confirm all costs for the Project, including all trades and unit costs. CONSULTANT shall also review all allowances, contingencies, General Condition costs and fees. If cost estimate exceeds previously approved estimates for the Construction Budget, the CONSULTANT shall make appropriate recommendations to the DISTRICT for bringing the project into budget. CONSULTANT shall consider sustainability and LEED certification and operating or maintenance costs when recommending systems modifications for the DISTRICT.
- 2.7 **Written Modifications Only.** The duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement between the DISTRICT and CONSULTANT other than through the Construction Services Agreement and the Construction Services Agreement Documents which may be entered into at a later time.

- 2.8 **No Damages for No Construction Services Agreement.** DISTRICT shall not be responsible to CONSULTANT for any claims or damages resulting from DISTRICT'S failure to enter into the Construction Services Agreement Documents with CONSULTANT for any reason.
- 2.9 **Access.** CONSULTANT shall have access to the primary project site at all times. Access to the project site shall be coordinated with Saddleback College Facilities department.
- 2.10 **Constructability and Construction Strategy.** CONSULTANT shall, in conjunction with the DISTRICT, review the current status of completion and approvals of the Design Documents. The objective of these reviews is to confirm constructability and for the development of an overall strategy for constructing the Project. The CONSULTANT shall conduct such interviews and participate in meetings and conferences with the Architect, DISTRICT staff, and others as necessary to develop a construction strategy consistent with the objectives for the Project. Upon completion of these services and prior to commencing any other Basic Services under this Agreement, the CONSULTANT shall submit its written construction strategy to the DISTRICT for review and acceptance. This recommendation shall include any phasing necessary and identify project staging strategies. The CONSULTANT shall modify its written Project construction strategy as necessary to obtain mutual acceptance of the DISTRICT and the CONSULTANT. **This portion of the work is to complete within two (2) months from the date of the agreement and is to be coordinated with the District to arrive at final bid documents. The bid process is expected to begin mid November 2015. Consultant to recommend Bid Strategies such as add alternates, etc. to ensure the project budget is maintained.**
- 2.11 **Value Engineering.** The CONSULTANT's review of Design Documents shall include value engineering analysis. Work of the Project depicted in the Design Documents construction processes/procedures, specified materials/equipment or other aspects of the Design Documents must be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs. Each modification to the Design Documents recommended by the CONSULTANT shall equal 30% of the identified costs and be set forth in writing and submitted to the DISTRICT for review. The DISTRICT shall have the sole and exclusive discretion to incorporate some, all or none of the CONSULTANT'S recommendations. If the DISTRICT accepts any of the CONSULTANT'S recommendation relative to modification(s) to the Design Documents, the CONSULTANT shall review the Design Documents as modified by the Architect for confirmation that the DISTRICT accepted modifications to the Design Documents are incorporated into the Design Documents.
- 2.12 **No Assumed Responsibility.** In conducting the document review, the CONSULTANT shall not be responsible for providing nor will the CONSULTANT have control or assume responsibility or liability, in whole or in part, over the Project design, design requirements, design criteria, or the substance or contents of the Design Documents. The CONSULTANT'S actions in conducting reviews and recommendations as provided herein are to be advisory only to the DISTRICT and the Architect.
- 2.13 **Record Retention.** CONSULTANT'S services shall include records retention of any contracts or documents between CONSULTANT and contractors and subcontractors related to

CONSULTANTS services provided hereunder. CONSULTANT shall submit documents to the DISTRICT for its records and use.

- 2.14 **Contractor Bidding** Consultant shall assist the District with the bidding process. This will include bidding strategies to ensure project budget is maintained, assisting the District with prequalification's of licensed contractors, advertisement and outreach, prebid agendas, site walks, prebid RFI's, addendums, receive and evaluation of bids, recommendation to the District for Board Approval and award of contract.
- 2.15 **Contractor and Subcontractor Bidding** The DISTRICT has a policy of pre-qualifying Contractors and certain subcontractors. The CONSULTANT shall assist the DISTRICT in: (a) development and implementing a program to inform potential bidders subject to pre-qualification of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; (d) review and evaluate responses to the pre-qualification application; and (e) recommendations to the DISTRICT for selection of Contractors and subcontractors deemed qualified to submit proposals subject to the pre-qualification process.

During the Bid Process, compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required. In accordance with Education Code section 71028 the DISTRICT has a DVBE participation goal of 3% for this Project. The DISTRICT is seeking DVBE participation under this Agreement. The CONSULTANT must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. The CONSULTANT is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the DISTRICT. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the DISTRICT regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; e) Available DVBEs were considered and f) CONSULTANT provides a list of DVBE contractors and percentage of participation.

- 2.16 **CONSULTANT agrees to bind** every sub consultant by terms of the Contract Documents as far as such terms are applicable to sub consultant's work. If CONSULTANT shall subcontract any part of the work, CONSULTANT shall be as fully responsible to DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONSULTANT. Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall the Contract Documents be construed to be for the benefit of any subcontractor.

- 2.17 **District Consent to Sub Consultant.** DISTRICT'S consent to any sub consultant shall not in any way relieve CONSULTANT of any obligations under the Contract Documents and no such consent shall be deemed to waive any provision of any Contract Document.

ARTICLE 3 ADDITIONAL SERVICES

- 3.1 **Additional Services.** Additional services are not included in the Services set forth herein. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit for Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2 **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Material Project Scope Changes.** Services required or necessary as a result of significant changes in the requirements of the Project, including Project size, quality, or complexity.
 - b. **Termination of Architect or Other DISTRICT Consultants.** Services required or necessary as a result of the default or termination of the Architect or Other DISTRICT CONSULTANTS, failure of performance of the DISTRICT or a CONSULTANT under any Contract, or major defects or deficiencies in the work of a DISTRICT CONSULTANT or Contractor.
 - c. **Future Systems.** Services relative to future systems, facilities or equipment not included within the scope of the Project as reflected in the Project Documents provided through the RFP originally or via addendum.
 - d. **Furniture, Furnishings, Equipment Not in Project Scope.** Services in connection with the DISTRICT's procurement of furniture, furnishing or equipment not included within the scope of the Project as reflected in the Project Documents. Coordination consideration of furniture, fixture and equipment will be included within the original scope of work.
 - e. **Changes in Duration.** If the duration of CONSULTANT services is extended the CONSULTANT shall be entitled to additional compensation. The CONSULTANT shall provide a written request with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.
 - f. **Litigation services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT 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 CONSULTANT'S performance of the service required hereunder and DISTRICT's payment of all sums due to CONSULTANT.
- 4.2 **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for **6 months**. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions.
- 4.3 **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit A.
- 4.4 **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension, and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the Project is suspended for more than 90 consecutive days (though 90 day period may be extended upon mutual written agreement of the Parties), either Party may terminate this Agreement without penalty by giving not less than fifteen days prior written notice.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Indemnity.** DISTRICT does hereby agree to indemnify, hold harmless, and defend CONSULTANT, its employees, officers, agents, and subcontractors from any action taken by any person or entity attempting to challenge the propriety or legal authority of DISTRICT to enter into this Agreement, the Lease-Leaseback Agreement Documents or any other related documents.
- 5.3 To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
- 5.4 Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT's work under this Agreement; and
- 5.5 Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the Project, except for liability resulting from the active and primary negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT;
- 5.6 Any loss, including injury or death to persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss

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 active and primary negligence of the DISTRICT.

5.7 **Defend.** The CONSULTANT, at CONSULTANT'S own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings to the extent of the above described indemnification that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

5.8 **Insurance.** CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California, Best rated A or better, and acceptable to DISTRICT 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. CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b. Comprehensive general and auto liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. owned, non-owned and hired vehicles;
 2. broad form property damage;
 3. products/completed operations; and
 4. personal injury.

Each policy of insurance required in (a) and (b) above shall name DISTRICT, the Board of Trustees, 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. 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, 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.

ARTICLE 6 COMPENSATION TO THE CONSULTANT

- 6.1 **Contract Price for Basic Services.** The Contract Price for the CONSULTANT'S performance of the Basic Services under this Agreement shall consist of the following lump sum prices:
- a. Preconstruction (440 hours \$140.00/hour maximum for every consultant)
 - NOT TO EXCEED TOTAL: \$ 61,600.00
 - b. District Controlled Allowance \$ 25,000.00
 - c. Bid Services (211 hours * \$141.00 maximum for every consultant)
 - NOT TO EXCEED TOTAL: \$ 29,740.00
 - d. **Total Contract Amount for Preconstruction and Bid Services \$ 116,340.00**
- 6.2 **Price Inclusion.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego and San Bernardino, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.
- 6.3 **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. Monthly billings are to reflect actual costs incurred with supporting documentation. Billings are not to exceed to line item amount without approval of the DISTRICT.
- 6.4 **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT's receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor. The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

- 6.5 **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6 **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7 **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.8 **Additional Expenses Pre-Approved.** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: additional expenses such as, but not limited to, printing, reproduction, and messenger services or any items pre-approved in writing by the DISTRICT. Reimbursable expenses shall be invoiced monthly at cost plus 5% markup.
- 6.9 **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement.

ARTICLE 7 WORK PRODUCT

- 7.1 **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the CONSULTANT 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. CONSULTANT 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. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings, specifications and/or other documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

- 7.2 **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and CONSULTANT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT.
- 7.3 **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this agreement using DISTRICT approved software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format. If work is terminated prior to contract completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4 **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT 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. 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.

ARTICLE 8 TERMINATION

- 8.1 **Substantial Failure or Performance.** This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the Project.
- 8.2 **Abandonment or Postponement.** In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT at the time of termination and delivered upon termination.
- 8.3 **Without Cause.** This Agreement may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered

hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT at the time of termination and delivered upon termination. CONSULTANT and DISTRICT expressly acknowledge that in the event of such termination, CONSULTANT will not receive any additional termination costs, and that consideration for entry into this termination for convenience clause exists.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of the work.
- 9.2 **Mediation.** Any controversy or claim arising out of or relating to this Agreement shall be first attempted to be resolved through mediation.
- 9.3 **Arbitration.** If mediation is unsuccessful, they will be settled by binding arbitration in Orange County in accordance with the rules of the Orange County Superior Court (“Arbitration Rules”). To the extent that the provisions within this Article do not conflict with the Arbitration Rules, the parties agree to all of the provisions set forth in this Article. If requested, the parties agree to permit Architect to participate in any arbitration. If the parties are unable to agree on the arbitrator within thirty (30) days of the receipt of a written request for arbitration, they shall request that the presiding judge of the Orange County Superior Court designate one. The DISTRICT shall pay one-half of the cost of the arbitration and the CONSULTANT shall pay one-half of the cost of arbitration or if Architect participates in the arbitration, each party shall pay one-third of the cost of arbitration. Each party shall be responsible for its own attorney’s fees and costs as to any such arbitration. Any arbitrator chosen or designated must have experience in construction issues. Notwithstanding the foregoing, once a written request for arbitration has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act of 2005, as amended, even if an action has not been filed.

ARTICLE 10 DISTRICT’S RESPONSIBILITIES

- 10.1 **District Provided Information.** The DISTRICT has provided, via the Request for Proposals, to the CONSULTANT information regarding requirements for the Project, including information regarding the DISTRICT’s objectives, schedule, constraints and criteria.
- 10.2 **DISTRICT Representative.** The DISTRICT shall designate a representative to act on the DISTRICT’s behalf with respect to the Project and who shall be authorized to render decisions on behalf of the DISTRICT and to carry out the DISTRICT’s responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT’s performance of services and other

obligations hereunder. Unless modified by written notice of the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

David Schiermeyer, Construction Manager

- 10.3 **DISTRICT Notification.** If the DISTRICT observes or otherwise becomes aware of any fault or defect in the project or the CONSULTANT'S services or any non-conformity with the Construction documents, the DISTRICT shall give prompt written notice thereof to the CONSULTANT. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4 **Inspections.** The DISTRICT shall retain a Project Inspector to participate in preconstruction services and to provide construction observations as required by applicable laws, rules, or regulations.
- 10.5 **DISTRICT Consultants.** Except to the extent of Design CONSULTANTS retained by the Architect, other CONSULTANTS required or desired by the DISTRICT in connection with the Project shall be retained and paid for by the DISTRICT. Such other CONSULTANTS include, but may not be limited to, legal counsel, insurance/surety CONSULTANTS, specialty equipment CONSULTANTS and hazardous material assessment and abatement CONSULTANTS.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3 **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.

- 11.5 **Cumulative Rights; No 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. No action or failure to act by DISTRICT hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by CONSULTANT. CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and DISTRICT'S consultants during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work.
- 11.6 **Definitions.** **Not Used**
- 11.7 **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9 **Independent Contractor.** CONSULTANT, in the performance of this Agreement, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT'S 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 CONSULTANT'S employees or agents as they relate to the services to be provided under this Agreement. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.
- 11.10 **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.11 **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any

third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and / or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

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

11.13 **Notifications.** Notices by either the CONSULTANT or DISTRICT that are required or that they desire to serve on the other shall be valid only if addressed to the other as set forth below or as modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices effectuated by personal service shall be deemed effective as of delivery of such notices. Notices effectuated by United States Mail shall be deemed effective the third (3rd) working day after deposit in the United States Mail.

11.14 **Communications.** Communications between the parties shall be addressed as follows:

DISTRICT
David Schiermeyer
Construction Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dschiermeyer@socccd.edu

CM
John McRitchie
Senior Vice President
McCarthy Building Companies, Inc.

20401 SW Birch St.
Newport Beach, Ca. 92660
jmcritchie@mccarthy.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

11.15 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.

11.16 **Entire Agreement/ Amendment.** This Agreement represents the entire Agreement between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations

AGREEMENT – ATAS Renovation Project, Pre-Construction Services, Saddleback College
September 28, 2015

or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

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

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

“DISTRICT”

South Orange County Community College District

“CONSULTANT”

McCarthy Building Companies, Inc.

Dr. Debra L. Fitzsimons
Vice Chancellor of Business Services

John McRitchie
Senior Vice President

Date

Date

Tax Payer I.D.

Exhibit A Additional Services Fees

Exhibit A
Additional Services Fees

- | | | |
|----|-----------------|---|
| a. | Preconstruction | \$140.00/hour (maximum for every consultant) |
| b. | Bid Services | \$141.00/ hour (maximum for every consultant) |

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AGREEMENT: CONSTRUCTION MANAGEMENT SERVICES FOR ADVANCED TECHNOLOGY AND APPLIED SCIENCE RENOVATION PROJECT AT SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this 28th day of September in the year 2015 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **McCarthy Building Companies, Inc.**, 20401 SW Birch St, Newport Beach, Ca. 92660 , (949) 851-8383, hereinafter referred to as "CM";

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

WHEREAS, DISTRICT desires to obtain Construction Management CM services for the ATAS Renovation Project at Saddleback College, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CM 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. CM'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. CM's Services shall be provided by **Ryan "RJ" Miller** CM Project Manager. CM shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM assignment for this PROJECT is for one Project Manager and one Project Engineer. The CM shall designate **John McRitchie**, as Project Executive, and a on site management team of **Ryan "RJ" Miller** as Project Manager and an **approved Project Engineer**. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM'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 CM will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and

all lead or key personnel must also be designated by the CM and are subject to all conditions previously stated in this paragraph.

- 1.5. **Relationship of CM to Other Project Participants.** CM's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CM shall coordinate all work with DISTRICT CMs as necessary to complete contract requirements.
- 1.6. **Acceptance of Project Schedule.** The CM shall accept the DISTRICT's project schedule for the performance of the CM'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 CM.
- 1.7. **Duration.** The services covered by this AGREEMENT shall be completed within X months of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification.

ARTICLE 2 SCOPE OF CM'S SERVICES

- 2.1. **Work Plan.** Work with SOCCCD to finalize project requirements.
- a. Develop a list of all plans, specifications and other documents necessary to perform services.
 - b. Develop a list of all parties necessary to be included on the DSA Box website.
 - c. Develop and implement a plan with district assistance to obtain missing documents.
- 2.2. **Preparation for Entering Construction Phase.**
- a. **Review of Design Documents.** The CM, including the CM's Project Manager and Project Engineer for PROJECT construction, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
 - b. **Master Construction Schedule.** The CM shall work with DISTRICT, Architect and Contractor to develop and submit to the DISTRICT for review and acceptance a Master Construction Schedule which shall reflect all of the work necessary to complete PROJECT construction. This effort will occur through a pull planning exercise facilitated by the Contractor with the subcontractors and including DISTRICT, Architect and CM. The Master Construction Schedule shall be prepared by the Contractor with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The CM will be responsible to review the Master Construction Schedule for completion, appropriate logic ties, submittal and procurement considerations and change review through digger or

comparable software upon the initial and each subsequent monthly submittal. The CM's use of scheduling software other than Microsoft Project Professional 2010, Microsoft Project Professional 2013, Primavera SureTrak or Primavera Project Planner P6 will require written approval of the DISTRICT which may be granted, withheld or conditioned in the sole discretion of the DISTRICT. CM will review the Master Construction Schedule to confirm that it indicates (a) the start/finish dates for the principal activities necessary to complete PROJECT construction, (b) a sequence, in a logical, reasonable and orderly manner so that PROJECT construction is completed within the Construction Budget and within the time established by the DISTRICT. If the DISTRICT's requirements for the PROJECT include phasing elements of PROJECT construction, or coordination relative to infrastructure shut downs such as those that will be required in the case of Central Plan work, the DISTRICT's phasing/coordination requirements shall be set forth in the Master Construction Schedule. The CM acknowledges that the CM's review of the Master Construction Schedule prepared by the Contractor will be relied upon during the initial and subsequent monthly schedule submittals to arrive at acceptance.

- c. Construction Budget: CM Estimate of Construction Costs: The CM shall review Construction Cost Estimates prepared by others for the PROJECT as depicted in Design Documents as of the date of this Agreement. Based upon such reviews, the CM shall prepare Construction Cost Estimates for the PROJECT in order to perform a comparative analysis with the Contractor's proposed PROJECT costs and provide recommendations to the DISTRICT for how to proceed with the Contractor's recommendation. The Construction Cost Estimate shall be based upon the then current market conditions.
- d. CM's Best Judgment. Evaluations of the DISTRICT's PROJECT preliminary estimates of Construction Costs and detailed estimates of construction costs prepared by the CM represent the CM's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that final negotiated prices will not vary from the PROJECT cost estimate or evaluation prepared by the CM.

2.3. **Construction Phase.**

- a. Administration and Coordination of the Contract and Construction. CM will provide administrative, management, and related services necessary to administer the PROJECT and to coordinate the work of the Contractor during the Construction Phase of the PROJECT including but not limited to: (a) schedule, coordinate and conduct construction meetings; (b) record, maintain and distribute minutes of construction meetings; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between

DISTRICT, CM, Architect and the Contractor relating to PROJECT construction; (f) coordinate activities of the Contractor, Inspector and Test/Inspection Service Providers and other DISTRICT consultants as needed.

- b. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the DISTRICT of the financial condition of the PROJECT by: (a) development of PROJECT financial reports to the DISTRICT, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed PROJECT activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the DISTRICT of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the DISTRICT for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the DISTRICT on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original amount of the Contract, the extent of adjustment to the Contract by DISTRICT approved Change Orders or approvals to allowance expenditures and the extent of potential further adjustment of the Contract as of the date of the CM's report based upon potential changes known at the time of the CM's preparation of the cost report. The format for such reports must be pre-approved in writing by the DISTRICT.
- c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the DISTRICT, the Architect and the DSA Inspector of Record, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor, along with associated forms and reporting systems; (b) based upon CM's observations and evaluations of each application for progress payment, CM will review and certify to the DISTRICT the amount due on each such application for progress payment and CM's written certifications constitute a representation to the DISTRICT that, based on CM's observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the Contract for the PROJECT; and (c) CM's representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the Contract for the Substantial Completion of the PROJECT, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM's acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within

the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

- d. Substantial Completion; Punch list. In consultation with the Architect and the DISTRICT, the CM will assist in ascertaining the achievement of Substantial Completion of the PROJECT. If upon inspection of the work of the Contractor, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect in noting the conditions of the work and the measures necessary for the Contractor to achieve Substantial Completion of PROJECT construction. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punchlist items to be completed by the Contractor as a condition to achieving Final Completion of the PROJECT.
- e. PROJECT Progress.
 1. Master Construction Schedule. During the Preparation for Entering the Construction Phase, CM will, in consultation with the DISTRICT, the Architect and the Contractor participate in the development of an overall comprehensive Master Construction Schedule for construction of the PROJECT showing the activities of the Contractor necessary for completion of PROJECT construction. CM shall monitor the Master Construction Schedule on a monthly basis so that the DISTRICT is kept fully informed at all times of the status and progress of overall PROJECT construction and status of the Contractor's construction progress. Where the actual rate of PROJECT construction progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action and facilitate the improvement by Contractor.
 2. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other DISTRICT consultants as needed and the DISTRICT in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contractor in a manner so that PROJECT construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.
 3. Progress Reports. CM will maintain records of the progress of PROJECT construction, including written progress reports and photographs reflecting the status of PROJECT construction and percentage completion. A two week narrative with four pictures will be provided to the DISTRICT for website reporting in the format directed by the DISTRICT. All changes will be documented on an "As-Built" set of documents which will record all RFIs, architectural supplement information, substitutions and change orders. The Contractor's field changes (location,

material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. CM will maintain daily reports during PROJECT construction showing weather conditions, the Contractor and their Subcontractors by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the PROJECT, completion of the PROJECT or Construction Costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and DISTRICT. All documents shall be in a format approved by the DISTRICT.

4. Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the DISTRICT, Inspector, and the Architect determine that Substantial Completion and Final Completion have been achieved for the PROJECT. Upon determining that Substantial Completion/Final Completion of the PROJECT has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

f. Site Observations.

1. CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article I Item 3 agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the Contract, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the PROJECT.
2. CM and Contractor. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the Contract. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Contract. The CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.
3. Construction Quality. The CM will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA

Inspector of Record. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances; (c) and the requirements of the Contract.

4. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such conditions and if directed by the DISTRICT, the CM shall stop or reject such work. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

g. Site Safety.

1. Contractor Safety Program. CM shall review the safety program of the Contractor for conformity with requirements of the Contract and applicable law. CM shall monitor the Contractor's compliance with the Contractor's safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.
2. Safety Violations; Safety Conditions. The CM shall promptly notify the DISTRICT in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the PROJECT Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CM under the existing circumstances to prevent such actual or potential adverse effect.

h. Changes and Claims.

1. Coordination of Changes. CM will coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Contract. CM will coordinate the Contractor's performance of changes authorized by the DISTRICT. CM will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the

cumulative effects thereof on Construction Costs or time for completion of PROJECT construction.

2. Processing of Changes and Change Orders. CM will assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowances, assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of Contract price or Contract time. CM will make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a change to the Contract is approved or authorized by the DISTRICT, CM will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Contract. The CM is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the Contract. The CM shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a change to the Contract without the prior consent and approval of the DISTRICT.
3. Claims Handling. CM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor. CM will make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims.

2.4. **Post-Construction Phase.**

- a. Review and Transmittal of Contractor Close-Out Documents. The CM shall begin to consider close out requirements upon execution of the contract. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations under the Contract. The CM shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CM determines that the Contractor's close-out documents and items are not in conformity with requirements of the Contract, the CM shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CM shall deliver to the DISTRICT all the Contractor's close-out documents and items, except for the Contractor's as-built drawings which the CM shall transmit to the Architect.
- b. CM PROJECT Records. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Contract, the CM shall assemble and deliver to the DISTRICT all of the PROJECT records maintained during the Construction Phase by the CM relating to the PROJECT. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the PROJECT or this Agreement, are the sole and exclusive property of the DISTRICT.

- c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECT construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- d. PROJECT Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of PROJECT construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of PROJECT construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the PROJECT for the purposes intended.

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

ARTICLE 3 ADDITIONAL CM 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, CM shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit "A" CM Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CM performing any Additional Services. The CM 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.** CM shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CM's control. CM shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. Material PROJECT Scope Changes. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the Master Construction Schedule.
 - b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.

- c. Damage or Destruction to PROJECT. Except to the extent caused by the CM, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
- d. Furniture Systems. Services related to furniture systems, facilities or equipment not included within the scope of the PROJECT.
- e. Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
- f. Furniture, Furnishings, Equipment Not in PROJECT Scope. Service in connection with the DISTRICT's selection, procurement or installation of furniture, furnishings or equipment not included within the scope of this PROJECT – EXCEPT FOR ASSISTANCE WITH COORDINATION OF MEP ROUGH IN REQUIREMENTS.

- 3.3. **Compensation for Additional Services.** If the duration of CM services is extended, due to the DISTRICT's need for Additional Services, the CM shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM's performance of the service required hereunder and DISTRICT's payment of all sums due to CM.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CM for **18 months**. **NOTE: actual start date will be determined by the District but is expected in February 2016.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit "A".
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CM of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **CM Indemnity of District.** CM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CM's services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT's Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CM's obligations hereunder

shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

- 5.2. **Hold Harmless.** To the fullest extent permitted by law, CM agrees to indemnify and hold DISTRICT, and its board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:

- a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CM's employees or his/her subcontractor's employees arising out of CM's work under this AGREEMENT including a waiver of subrogation; and
- b. **CM Negligence.** Any and all claims for damages costs and/or charges caused by CM's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CM's CMs, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CM's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

- 5.3. **Purchase and Maintain Insurance.** CM 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 CM and DISTRICT from claims which may arise out of or result from CM's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. **Workers' Compensation and Employers Liability Insurance.** CM 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 CM may be liable. CM 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 CM. The Employer's Liability Insurance required of CM hereunder may be obtained by CM as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CM hereunder.
- b. **Comprehensive general and auto liability.** CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect CM from the types of claims set forth below which may arise out of or result from CM's services under this Agreement and for which CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CM'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 CM, 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 CM's obligations under this Agreement; and (vi) for completed operations.

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

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

- c. **Additional Insured**. Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CM hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CM shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

- 5.4. **State Authorized Insurers**. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 5.5. **Insurance Evidenced**. Prior to commencing work, CM shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CM 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 CM, and in such event CM shall reimburse DISTRICT upon demand for the cost thereof.

- 5.6. **Coverage Amounts**

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

Professional Liability

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

ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

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

a.	Preparation for Entering Construction Phase	Included
b.	Construction Phase	Included
c.	Post-Construction Phase (Close Out)	Included
d.	Job Site Overhead/General Conditions Costs	Included
e.	TOTAL CM Services Inclusive amount (43,401.00 * 18 months)	\$781,218
f.	District Controlled Allowance	<u>\$ 25,000</u>
g.	Total with District controlled allowance	\$806,218

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 CM, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in Exhibit "B" are services included in the CM's compensation for Services as set forth in Article II.

6.3. **CM Monthly Billing Statements.** CM 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 CM. Services are to be invoiced in **18 equal monthly** amounts of **\$43,401.00** for Construction Phase and Post-Construction Phase (Close-out) and Jobsite Overhead Costs. **Billing for District controlled allowance will be on pre-approved basis.**

6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District's receipt of CM's billing invoices, DISTRICT will make payment to CM 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 CM hereunder on account of any

penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.

- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CM hereunder if CM 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 CM has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CM under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CM and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CM services shall be made monthly and, where applicable, shall be 100% of the services performed within each phase of service.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CM's services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed as follows: See Exhibit A or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CM and CM's employees and CMs 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 CM for any costs or expenses paid or incurred by CM in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.
 - a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CM and CM's employees and CMs 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. CM'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 CM and his or her CMs 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 CM's Services will be reimbursed.

- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CM, the CM's employees and CMs in the interest of the PROJECT.
- g. For additional services of CMs, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CM for such services.

ARTICLE 7 CM'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CM for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CM grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CM pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CM shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CM 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 CM shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. **Electronic Copy of Documents.** The CM shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, preparation to enter into construction, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** CM 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 CM 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. CM consents to use of CM'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 CM only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CM 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 CM; or (b) any act by CM exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM'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 CM. 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 CM 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 CM 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 CM shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CM's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CM's services.
- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CM shall be compensated for services satisfactorily performed prior to the abandonment and CM 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 CM in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CM.
- a. In the event the DISTRICT fails to make timely payment, the CM 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 CM 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 CM shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

- 8.7. **CM Compensation.** The CM shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CM. The DISTRICT shall pay the CM 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 CM, CM shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CM is liable for all damages suffered by the DISTRICT due to CM's failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CM agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of

limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

10.1. **District Provided Information.** The DISTRICT shall provide to the CM full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. The DISTRICT shall provide the CM with the Project Construction Budget for review and acceptance by the CM. At the written request of the CM, District shall provide CM copies of any documents related to the Project.

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 CM. Unless modified by written notice by the DISTRICT to the CM, the DISTRICT Representative is:

David Schiermeyer – Construction Manager

10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CM 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 CM of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

10.4. **Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

10.5. **DISTRICT Consultants.** Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the Project shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/ installation consultants, and hazardous material assessment & abatement consultants.

ARTICLE 11 MISCELLANEOUS

11.1. **Affirmative Action.** CM agrees that CM 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. CM 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 CM, CM's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CM 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 CM, 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, CM 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 CM's work whether by DISTRICT or others, shall not relieve CM from responsibility for errors and omissions in CM'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 CM to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
 - b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
 - c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
 - d. **Architect.** The Architect is **gkkworks**. References to the Architect include **Jeff Fuller**, and its managers retained to prepare or provide any portion of the Design Documents.
 - e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
 - f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.

- g. **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.
 - h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
 - i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.
- 11.7. **Employment with Public Agency.** CM, if an employee of another public agency, agrees that CM will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor.** CM, in the performance of this AGREEMENT, shall be and act as an independent contractor. CM 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. CM 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. CM 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 CM's employees.
- 11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and DISTRICT hereunder.
- 11.11. **Non-Assignment.** The DISTRICT and CM, 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 CM pursuant to this AGREEMENT shall not be assigned by the CM. 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 CM. The sale or transfer of a majority membership interest in CM firm or the admission of new member to the CM firm which causes there to be a change in majority ownership and/or control of CM 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.

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

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

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

DISTRICT
David Schiermeyer
Construction Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dschiermeyer@socccd.edu

CM
Ryan "RJ" Miller
Project Manager
McCarthy Building Companies, Inc.

20401 SW Birch St.
Newport Beach, Ca. 92660
rjmiller@mccarthy.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

11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

11.16. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CM 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 CM.

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

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

“DISTRICT”

South Orange County Community College District

“CM”

McCarthy Building Companies, Inc.

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

John McRitchie
Senior Vice President

(Date)

(Date)

(Taxpayer number)

Exhibit A Additional Services Fees
Exhibit B General Conditions Items for CM’s Jobsite Offices

Exhibit A
Additional Services Rate

The monthly rate defined in 6.3 which includes overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services.

Exhibit B

General Conditions Items for CM's Jobsite Offices

Jobsite Trailer – provided by contractor

Task chairs - provided by contractor

Desks – provided by contractor

Conference table – provided by contractor

Chairs for conference table – provide by contractor

(1) five drawer file cabinet – provide by contractor

Internet Connection – provide by District

Computers and necessary software – provided by Construction Manager

Printer/Fax/Scanner/Copier – provided by the Construction Manager

Phone line/Phone – provided by the District - if available

Cell Phones – provided by the Construction Manager

Bottled Water Service – provided by the Construction Manager

Hard Hats/ PPE – each provides own

First Aid Kit – provide by the contractor

All necessary office supplies – provided by the Construction Manager

Trash service/trailer cleaning – provided by the contractor

18 month IOR trailer rental - provided by the contractor

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Recess to Public Hearing – SOCCCD Police Officers Association Initial Proposal to the District

ACTION: Public Hearing

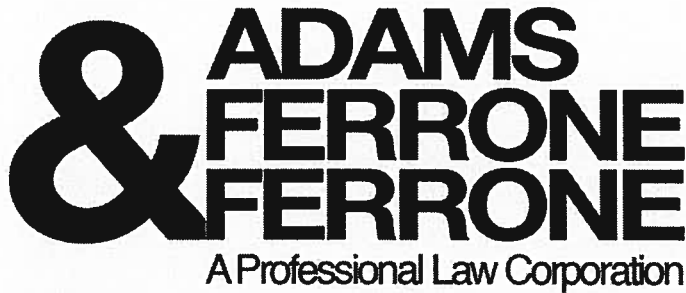
BACKGROUND

On August 24, 2015, the Board of Trustees received and accepted the initial proposal from the SOCCCD Police Officers Association (POA) to the District for review and study.

STATUS

The Board will conduct a public hearing to provide an opportunity for the public to comment on the POA's initial proposal to the District (Exhibit A).

JUL 28 2015



Stuart D. Adams, Esq.
John A. Ferrone, Esq.
Paul F. Ferrone, Esq.
E. Earl Dove, Esq.

HUMAN RESOURCES
SOC CCD

Michael T. Bannon, Esq.
Michael A. McGill, Esq.
Robert L. Baumann, Esq.
Andrew B. Scott, Esq.
Samantha M. Swanson, Esq.

Of Counsel - Mark J. Peacock, Esq.
Personal Injury Litigation

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 @AdamsFerrone

Office - 866-373-5900

Fax - 818-874-1382

4333 Park Terrace Dr., Ste. 200, Westlake Village, CA 91361

Additional Offices in - San Diego - Newport Beach - Bakersfield

Please reply to the Westlake Village Location

July 24, 2015

Dr. David P. Bugay
Vice Chancellor, Human Resources & Employer/Employee Relations
South Orange County Community College District
8000 Marguerite Parkway
Mission Viejo, California 92692
Sent via Email & First Class Mail: dbugay@socccd.edu

RE: Sunshine Proposal for South Orange County Community College District Police Officer's Association

Dear Mr. Bugay:

As you know, this firm serves as general counsel to the South Orange County Community College District Police Officer's Association (Association). At the direction of the Association, I am submitting this letter as our initial sunshine proposal for purposes of collective bargaining on a successor memorandum of understanding between the District and the Association. Please consider this letter our opening proposal in consideration of Government Code section 3547. Also, take note that in the event that the Association determines that additional items need to be negotiated, we will update this sunshine proposal accordingly.

Presently, the Association desires to negotiate changes to the following items:

1. Bilingual Pay;
2. Medical Benefits;
3. Educational Incentives;
4. POST Certificate Incentives;
5. Policies, Procedures and Practices Promoting Officer Safety;
6. Staffing Levels;
7. Fringe Benefits;
8. Court Appearance Incentives; and
9. Overtime Policies.

David P. Bugay
July 24, 2015
Page 2

Please let me know if you have any questions regarding our proposal. At your earliest convenience, please forward to me the District's opening proposal. Both the Association and I look forward to another meaningful, productive and positive round of negotiations with the goal of reaching a successor contract. I look forward to hearing from you shortly to schedule negotiations.

Very truly yours,

//s//

Michael A. McGill

cc: Client (via email only)

...

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: District Initial Proposal to SOCCCD Police Officers Association

ACTION: Review and Study

BACKGROUND

Government Code 3547 requires that all initial proposals from an exclusive representative of public school employees shall be presented at a public meeting of the Board of Trustees and shall thereafter be a matter of public record. In addition, before collective bargaining may take place, both the initial proposal of the exclusive representative and the community college district shall be made public for a reasonable time so that members of the public have the opportunity to express themselves regarding either of the initial proposals to the Board of Trustees.

STATUS

The South Orange County Community College District received an initial proposal from the SOCCCD Police Officers Association (POA) at the August 24, 2015 Board meeting. A public hearing on the proposal was held at tonight's Board meeting. In preparation for contract negotiations, the District has prepared its initial proposal to the POA for Board acceptance for review and study to modify, amend, or terminate the Master Agreement and to begin negotiations. Please see Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the District's initial proposal for review and study for the purpose of negotiations with the POA and set a public hearing on the proposal at the regularly scheduled October 26, 2015 Board meeting.



Initial Proposal to Amend and Modify the Agreement between the District and Police Officers Association

Article 2 RECOGNITION

The District is interested in modifying the existing language on substitute employees.

Article 5 HOURS AND OVERTIME

The District is interested in discussing compensatory time, shift differentials and other compensation.

Article 6 PAY AND ALLOWANCES

The District is interested in discussing salary placement, parking, mileage and a new position.

Article 8 HEALTH AND WELFARE BENEFITS

The District is interested discussing benefits upon retirement.

Article 9 HOLIDAYS

The District is interested in discussing staffing on holidays.

Article 12 UNIFORMS/WEAPONS INSPECTION/RANGE TRAINING

The District is interested in discussing weapons.

Article 13 LEAVES

The District is interested in discussing personal necessity leaves.

Article 21 NEGOTIATIONS

The District is interested in discussing the notification for commencement of negotiations.

Job Descriptions

The District is interested in modifying some job descriptions.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Academic Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

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

STATUS

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

Those academic personnel actions shown in Exhibit A are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

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

Item Submitted By: *David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **ACADEMIC ADMINISTRATIVE EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)
 - a. AMINY, MARINA, Interim Dean of Online Education and Learning Resources, Pos. #5202, Division of Online Education and Learning Resources, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 3, temporary, interim assignment is to be extended to June 30, 2016 or sooner. This is a temporary, replacement position for Patricia Flanigan Chapin, who retired.
 - b. MCDONALD, CHRISTOPHER, is to be employed as temporary Interim Assistant Vice President for Institutional Effectiveness, Pos #6565, Office of the Vice President for Instruction, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 23, Step 6, effective October 1, 2015. This is a new position approved by the Board of Trustees on July 20, 2015.
2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Alms, Paul	MS/Geology	Geology/IVC	II/1	08/17/15
Alvarado, Giancarlos	MA/TESOL	Adult Ed/ESL/SC	II/1	08/17/15
Barnhill, Barry	MS/Nursing	Nursing/SC	II/1	08/17/15
Bauer, Jill	MA/TESOL	ESL/IVC	II/1	08/17/15
Doherty, Michelle	MA/English	English/IVC	II/1	08/17/15
DuFrene, Sean	MA/Fine Arts	Photography/IVC	II/1	08/17/15
Dunsmore, Pamela	MA/English	English/IVC	II/1	08/17/15
Futami, Kimberly	MA/Ed Reading	Adult Ed/ESL/SC	II/1	08/17/15
Geers, Susan	MA/English	English/SC	II/1	08/17/15
Geil, Shane	BA/Art	Fashion Inst./SC	I/1	08/17/15
Harrison, Milagros	MA/Spanish	Learning Center/SC	II/1	08/17/15
Heimbreiker, Linda	MA/Music	Music/IVC	II/1	08/17/15
Hettige, Chaminda	PhD/Chemistry	Chemistry/SC	V/1	08/17/15
Hong, Song	MA/TESOL	Adult Ed/ESL/SC	II/1	08/17/15
Hunt, Matthew	PhD/Psychology	Psychology/IVC	V/1	08/17/15
Kath, John	MS/Applied Math	Computer Sci./SC	II/1	08/17/15
Lavalle-Shepston, A.	MA/French Literature	Foreign Lang./IVC	II/1	08/17/15
Lo, Chelsea	MA/English	Adult Ed. ESL/SC	II/1	08/25/15
Lu, Jianhua	MA/Reading	Adult Ed. ESL/SC	II/1	08/25/15
McCall, Colin	MA/Animt'n & Dig.Art	Art/IVC	II/1	08/17/15
Moon, Hochin	MA/ Edu. Counseling	EOPS & Couns./SC	II/1	08/17/15
Murray, Andrea	MA/Clinical Psych.	Psych./IVC	II/1	08/17/15
Navarro, Salvador	MA/Social Work	EOPS/SC	II/1	08/17/15

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Ruud, Amanda	MFA/Creative Wrtnng	LRC Tutoring/SC	II/1	08/24/15
Sadeghipour, Allia	MA/Lit. & Writing	English/SC	II/1	08/17/15
Smith, Kathryn	BA/English	Adult Ed ESL/SC	I/1	08/25/15
Sommerville, Nancy	BA/Adult Ed.	Adult Ed ESL/SC	I/1	08/25/15
Stafford, William	MA/Music	Music/IVC	II/1	08/17/15
Swytak, Laura	MFA/Fine Arts	Art/IVC	II/1	08/17/15
Thomas, Meredith	BA/Animal Science	Adult Ed ESL/SC	I/1	08/25/15
Truitt, Tremaine	MA/Sociology	Sociology/IVC	II/1	08/17/15
Williams, Sherry	MA/English	English/IVC	II/1	08/17/15
Weekes, Patricia	MA/Education	LRC Tutoring/SC	III/4	08/17/15
Whynaught, Jeffrey	MA/English	English/SC	II/1	08/17/15
Wood, Robert	PhD/Comp. Literature	English/IVC	V/1	08/17/15
Yossef, Lindsay	MA/Social Science	LRC Tutoring/SC	II/1	08/17/15

EQUIVALENCY

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Agortsas, Alexander	BA/Business Admin.	PE/Kinesiology/IVC	I/1	08/17/15

Equivalency is based upon both professional experience in this discipline and the anticipated awarding of a Master's degree specific to this discipline from Concordia University two months from now. Mr. Agortsas' Master's degree includes academic coursework directly related to teaching in the School of Kinesiology, Health and Athletics. His professional experience includes 5.5 years of instructional assistance at Irvine Valley College in this academic unit, two years of private sector instructional experience, and four years of college-level participation as a student-athlete.

A. NEW PERSONNEL APPOINTMENTS – Continued

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bradbury, Bradley	BA/Illustration	Fine Arts/IVC	I/1	08/17/15

Equivalency is based on Mr. Bradbury completing his MFA in 3D Animation from the Academy of Arts University by the end of the year. This Master of Fine Arts degree directly relates to teaching animation related courses, as it is based on study in 2D and 3D animation skills. Mr. Bradbury also has taught 2D and 3D Animation at California State University, Fullerton for five years, and the Art Institute of California for 13 years. He has also received certificates from Animationmentor.com for professional development in these subjects. His work experience also includes creating 2D animated content for clients Warner Brothers, Hasbro, and Urban Entertainment.

Clarke, Meriwether	BA/English	English/IVC	I/1	08/17/15
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Ms. Clarke has earned her Master of Fine Arts degree from the University of California, Irvine; it will be officially conferred on September 9, 2015. She has also earned a Bachelor of Arts in English and History from Northwestern University. Ms. Clarke has successfully taught 11 writing courses at the University of California, Irvine, ranging from the equivalents of WR1 and WR2 to Creative Writing, in both traditional and online formats. She has also recently served as an essay reader and grader for the analytical Writing Placement Examination (UC-wide placement test).

Conrad, John	BA/Geology	Geology/SC	I/1	08/17/15
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Equivalency is based upon a Bachelor of Science degree in Geology from the University of California, Riverside with three additional years of coursework and research towards obtaining a Master of Science degree in Seismology. Mr. Conrad has three years of experience with the U.S. Geological Survey performing data analysis with mapping software. He has taught discussion sections and labs for courses such as General Geology, Earthquakes, Geology Maps & Landforms, and Natural Disasters.

Cubbon, Stephanie	MA/Peace Education	History/Peace St/SC II/1		08/17/15
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Equivalency is based on extensive experience teaching in the field of Peace Studies. Ms. Cubbon is currently the Director of Education at the Metta Center for Nonviolence. Since 2013, she has taught Peace Studies classes at San Diego City College and, since 2014, at Chapman College. She has also served as the Peace Education Program Coordinator for “Teachers Without Borders”. She has an advanced degree in the field, holding a Master of Arts in Peace Education from the United Nations-mandated University for Peace, Costa Rica.

Hanson, Michael	MFA/Visual Art	Humanities/SC	II/1	08/17/15
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Equivalency is based on a Master of Fine Arts degree from Vermont College, with a specialty of “Interdisciplinary Art and Writing”. He has over 20 years of college-level teaching experience in the Humanities, having taught at Fullerton College, Cypress College, Chapman University, and Collins College (Arizona). He is currently a full-time professor at the Art Institute of California.

A. NEW PERSONNEL APPOINTMENTS – Continued

Applicant	Highest Degree	Assignment	Approx. Salary Placement	Start Date
Ibbotson, Jill	BA/Education	Adlt Ed/Ctznshp/SC	I/1	08/17/15

Equivalency is based upon a Bachelor of Science Degree in Education from the University of Connecticut, a Clear Multiple Subject Teaching Credential, and CLAD (Cross-Cultural Language and Academic Development) Certificate. Ms. Ibbotson has taught ESL/Citizenship at Capistrano Adult School since 1998 and has been an ESL and Citizenship Coordinator since 2010. She has also worked at Hoover Elementary School in Mission Viejo and taught pre-school through 2nd grade students at Village Montessori School in Irvine.

Jellison, Kevin	BA/Music	Music/IVC	I/1	08/17/15
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Equivalency is based upon an earned Bachelor of Music Degree from the University of California, Irvine. Mr. Jellison has taught guitar for over two decades and, equally as long, has been a professional performer/recording artist in classical, jazz, blues, funk, and rock and roll styles. His combination of formal education and practical experience, and his professional approach to the many genres of music, makes him an ideal teacher for our contemporary and fast-moving social media-driven world of students.

Korac, Zoran	BA/Social Science	Phys. Ed/Kines./IVC	I/1	08/17/15
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Equivalency is based on 1) Personal, competitive experience at the community college, university, and professional levels; 2) Professional experience as an instructor (both individual and group settings) in the private sector for six years; and 3) Professional experience as a competitive coach in the private sector for five years. These experiences include practical applications of the principles of tennis mechanics, course, match strategy, and sport-specific strength and fitness training to both the individual and team games. Experiences applicable to this position include the knowledge and use of NCAA and CCCAA by-laws as they apply to building individual educational plans, maintaining rules compliance for academic progress, and the transfer process for men and women student athletes at our level.

Marin, Dahlia	BS/Human Nut. & Diet Nutrition/SC		I/1	08/21/15
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Equivalency is based on Ms. Marin currently working on her Master's Degree in Nutrition Science from California State Polytechnic University, Pomona. She has completed her Bachelor's Degree in Human Nutrition and Food Science, and also maintains her Registered Dietitian Nutritionist (RDN) credentials. Her past four years of experience in nutrition education, as a preceptor to dietetic interns, and in clinical nutrition provide her with a strong background in teaching and mentoring; as well, she has taught various clinics and guest lectured numerous times in university settings. She has impeccable written, speaking and organizational skills and is proficient in three languages.

A. NEW PERSONNEL APPOINTMENTS – Continued

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Martin, Ivoryee	MA/Clinical Psych.	DSPS/SC	II/1	08/17/15

Equivalency is based upon a Bachelor of Arts degree in Psychology from Baker College and a Master of Arts degree in Clinical Psychology from the American School of Professional Psychology at Argosy University, Southern California. Ms. Martin's experience includes one year of working under the direct supervision of Practicum Program Supervisor and Certified Learning Disabilities Specialist, Kim d'Arcy at Saddleback College's DSPS Learning Disabilities department. She has attended the CCCCO LDESM Training and is in the final processes of completing her certification as a LD Specialist.

Newell, Christine	No Degree Conferred	Health Science/SC	I/1	08/17/15
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Equivalency is based on Ms. Newell having the pertinent education and work experience that to teach medical assisting. Certifications include: 1) Comprehensive Medical Assistant Certificate from Saddleback College. 2) Certification through CCMA as Comprehensive Medical Assistant. 3) Certified Professional Coder through the American Association of Professional Coders (highest national certification). 4) Certified Professional Biller. These credentials are highly specialized and sought out since instruction in ICD-9 and ICD-10 is in high demand due to the Affordable Health Care Act. Mrs. Newell has more than six years of cumulative medical office work experience in administrative, clinical medical assisting, insurance and billing. Volunteer efforts include: 1) Serving on the Medical Advisory Board Committee at Saddleback College. 2) Guest speaker at the Medical Assistant Graduation. 3) Guest panelist at Vital Link's Orange County Medical Assisting Advisory Board regional meeting. Mrs. Newell has more than 18 years of experience in corporate and individual business ownership with an emphasis in accounting and management. She is a recognized expert and consults as an independent biller and coder for several medical practices.

Signo-Jackson, Janet	BA/Health Science	Adult Ed. ESL/SC	I/1	08/25/15
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Equivalency is based upon a Bachelor's degree in Health Science from California State University, Long Beach, a Designated-Subjects Teaching Credential, Part-time Adult Education, and a Cross-cultural Language and Academic Development (CLAD) Certificate from the University of San Diego. Ms. Signo-Jackson has been teaching ESL classes in the Adult Program with Saddleback Valley Unified School District for the past 13 years.

Susnjara, Anthony	BS/Physical Edu.	Physical Edu./IVC	I/1	08/31/15
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Equivalency is based on a Bachelor's degree in Physical Education; personal competitive experience at the university and professional levels for 8.5 years; professional experience as an instructor and camp clinician in the public and private sectors for 4.5 years in individual and group settings; professional experience as a competitive coach in the public sector for 1.5 years. These experiences include practical applications of the principals of basketball and strength training mechanics, contest strategy, and sport-specific strength and fitness training for both the individual and team concepts. Experiences applicable to this position include the knowledge and use of NCAA and CCCAA bylaws as they apply to building individual education plans, maintaining rules compliance for academic progress, and the transfer process for men and women student-athletes at the Community College level.

A. NEW PERSONNEL APPOINTMENTS – Continued

Applicant	Highest Degree	Assignment	Approx. Salary Placement	Start Date
Vargas, Jose E.	BA/Science	ESL Adult Ed./SC	I/1	08/17/15

Equivalency is based upon a CBEST (California Basic Education Skills Test) certification. Mr. Vargas has been teaching Adult Education HSE (High School Equivalency) Prep, Computer Basics, MS Office Skills, and ESL with the Saddleback Valley Unified School District. Additionally, he is an A+ Service Technician certified to teach Desktop Publishing, MS Office and Internet, Web Design, and Computer Repair. Mr. Vargas also earned a D.D.S. (Dental Surgeon) from the National Autonomous University of Mexico in Mexico City, as well as studied Civil Engineering.

Wetlesen, Sandra	MA/Special Ed.	ESL Adult Ed./SC	II/1	08/17/15
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Equivalency is based upon a Bachelor of Arts degree in Liberal Studies from Biola University and a Master of Science degree in Special Education from National University. Ms. Wetlesen also holds a Clear Multiple Subjects Teaching credential and CLAD (Cross-cultural Language and Academic Development) certificate. She is also a Certified Citizenship Test Proctor for CASAS. Since 2001, Ms. Wetlesen has been an ESL and HSE (High School Equivalency) Prep (formerly GED Prep) instructor with Saddleback Valley Unified School District. She also has taught similar classes for the Capistrano Unified School District.

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Abbas, Sam	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Abelson, Robert	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Alessi, Anna-Marie	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Allah, Nancy	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Argila, Carl	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Barlow, Diane	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Bayubay, Walter	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Boccignone, Tony	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Bower, Karyn	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Brightbill, Juanita	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Caldwell, Avery	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Carey, Margaret	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Cavazzi, Deidre	Choreographer, Winterdance/SC	1,600.00	08/17/15-12/16/15
Chang, Wayne	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Christensen, Ben	ECP Facilitation/IVC	100.00	09/04/15-12/11/15
Colby, Kathryn	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Conley, John	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Costa, Ross	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Coy, Christine	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Daly, Anthony	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
DeMarchi, Joanne	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Depaoli, Lisa	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Desopo, Camille	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Donaldson, Lindsay	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Donelson, Susan	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Dye, Paul	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Eidenmuller, Heather	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Espinosa, Manuel	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Evanow, Peter	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Evans, William	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Famalette, Dwynn	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Fanney, Elise	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Fay, Aaron	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Fernald, Theresa	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Fitz-Maurice, Teri	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Fong, Fleur	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
French, Jim	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Gallagher, K.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Garcia Lua, Beatriz	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Geers, Susan	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Geller, Valerie	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
George, Sarah	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Gluckson, Robert	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Gomez, Diego	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Gonsowski, Steven	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Gonzalez, Carly	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Goss, Debbie	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Green, Denise	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Guerra, Ferdinando	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Guerrero, Jorge	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Haas, Sharon	Choreographer, Winterdance/SC	1,200.00	08/17/15-12/16/15
Hanna-Chase, D.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Hanson, Maria Y.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Harrington, Chris	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Harrison, Milagros	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Harper, Melody	ECP Facilitation/IVC	100.00	09/02/15-12/14/15
Hass, Kevin	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Hecht, Susan	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
¹ Hernandez-Bravo,C	Co-Chair, Int'l Languages/SC	6,791.85	08/17/15-12/16/15
Hiduke, Gail	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15

¹ Correction to Chair stipend approved by the Board of Trustees on August 24, 2015, for \$7,546.50. Ms. Hernandez Bravo will now serve as Co-Chair with Amina Yassine.

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Himes, Marji	Choreographer, Winterdance/SC	1,200.00	08/17/15-12/16/15
Hogan, Daniel	ECP Facilitation/IVC	100.00	09/03/15-12/10/15
Jahani, David	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Jenks, Greg	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Johnson, Jeffrey	ECP Facilitation/IVC	100.00	09/03/15-12/08/15
Johnson, M. E.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Kennedy, Sandra	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Keropian, Ani	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Kim, Jane	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Klingbeil, Candice	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Kramer, Kathryn	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Lassiter, Rhonda	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Lee, Ken	Curriculum Team/SC	3,483.00	08/17/15-12/16/15
Levine, Joel	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Lively, Brian	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Loeffler, Chris	Curriculum Chair Asst./IVC	3,483.00	08/10/15-12/16/15
Lommatsch, Cheryl	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Lukas, Jim	Bridges to CIM/IVC	3,250.00	05/26/15-08/14/15
Lukas, Jim	NetLab+ Pilot Program/IVC	90.00	05/26/15-07/15/15
Macasaet, Katrina	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Magrann, Tracey	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Marshall, Cynthia	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Matthews, Bob	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Maynard, Linda	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
McCann, Kara	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
McCarthy, Barry	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
McIntosh, Sarah	ECP Facilitation/IVC	100.00	09/03/15-12/08/15
Medling, Jane	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
MessinaKleinman, D	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Milostan-Egus, K.	Facilitator, Dance/IVC	2,322.00	08/17/15-12/16/15
Mochizuki, Jon	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Moir, Casey	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Morris Freshwater, L.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Mullen, Timothy	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Nathan, Heather	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Nelson, Josete	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Patterson, Pam	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Rachman, Jennifer	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Rahbari, Soroush	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Reynolds, Stephanie	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Rickerson, Irini	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Rickerson, Robert	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Robinson, Gloria J.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Rodriguez-Morris, E	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Roffel, Francis	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Rogers Cloud, R	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Romero, Maria T.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Sandoval Martinez, G.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Saremi, Sohila	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Schantz, Doris	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Schantz, John	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Selff, Sean	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Shannon, Janet	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Shelton, Alison	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Shults, MaryAnne	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Sivets, Carol	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Smith, Maureen	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Smith Melinda	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Sorensen, Cynthia	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Stonick, Lyndell	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Strong, Margaret	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Swanson, Rosemary	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Tarantola, Leslie	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Tiongson, Edwin	Facilitator, Forensics/IVC	5,805.00	08/17/15-12/16/15
Tuohino, Swantje	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Tuominen Lenney, K.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Voicu, Mariana	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Walker, Tina	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Wang, Jenny	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Ward, Michael	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Ward, Robert	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Watschke, Erik	ECP Facilitation/IVC	100.00	09/03/15-12/08/15
Watt, Deb	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Weaver, Christopher	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Webber, Jonathan	ECP Facilitation/IVC	200.00	09/02/15-12/14/15
Weckerly, Michelle	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Weghorst, Chuck	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
White-Alcover, S.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Williamson, Hedy	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Willis, Evgenia	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Woods, Wind	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Yamaguchi, N.	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
² Yassine, Amina	Co-Chair, Int'l Languages/SC	754.65	08/17/15-12/16/15
Yell, Lacey	Coordinator, HS Dance Festival/SC	500.00	08/17/15-12/16/15
Yell, Lacey	Choreographer, Winterdance/SC	500.00	08/17/15-12/16/15
Yossef, Lindsay	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
Zimmer, Susan	President's PT Faculty Dinner/SC	50.00	08/13/15-08/13/15
TOTAL		\$38,579.50	

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2015/2016 fiscal year.

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Date</u>
Bromberger, Kristine	Read Matriculation Writing Samples/SC	08/17/15-12/16/15
Fisher, Marni	Read Matriculation Writing Samples/SC	08/17/15-12/16/15
Stanfield, Scott	Read Matriculation Writing Samples/SC	08/17/15-12/16/15
Ziehm, Carol	Read Matriculation Writing Samples/SC	08/17/15-12/16/15
Zimmerman, Ray	Read Matriculation Writing Samples/SC	08/17/15-12/16/15

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Abbas, Sam	Week of Workshops/SC	150.00	08/10/15-08/14/15
Alexander, Ariel	Week of Workshops/SC	150.00	08/10/15-08/14/15
Boettger, Susan	Classical Keyboard Series/IVC	500.00	08/30/15-08/30/15
Bravo, Adam	Jazz Faculty in Concert/SC	150.00	08/24/15-08/24/15
Castro Graham, A.	SRM Curriculum Revisions/IVC	750.00	08/10/15-12/16/15
Chao, Iris	Week of Workshops/SC	150.00	08/10/15-08/14/15
Chhun, Stephanie	Week of Workshops/SC	150.00	08/10/15-08/14/15
Cooper, Karin	Week of Workshops/SC	150.00	08/10/15-08/14/15
Engels, Michael	Week of Workshops/SC	150.00	08/10/15-08/14/15
Frizler, Karla	AESL Faculty Onboarding/SC	4,020.48	07/01/15-08/07/15
Geller, Valerie	Week of Workshops/SC	150.00	08/10/15-08/14/15
Gensler, Howard	Week of Workshops/SC	150.00	08/10/15-08/14/15
Gilbert, Annie	Professional Development/SC	4,642.69	08/17/15-12/16/15
Gleason, Linda	Week of Workshops/SC	150.00	08/10/15-08/14/15
Goss, Debbie	Professional Development/SC	4,642.69	08/17/15-12/16/15
Grihalva, Larry	Week of Workshops/SC	150.00	08/10/15-08/14/15

² Serving as Co-Chair with Carmenmara Hernandez Bravo.

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Horlings, Jane	Week of Workshops/SC	150.00	08/10/15-08/14/15
Hughes, Luther	Jazz Faculty in Concert/SC	200.00	08/24/15-08/24/15
Jenkins, Christina	Week of Workshops/SC	150.00	08/10/15-08/14/15
Johnson, Paul	Jazz Faculty in Concert/SC	200.00	08/24/15-08/24/15
King, Emily	Week of Workshops/SC	150.00	08/10/15-08/14/15
Kuang, Shilong	Week of Workshops/SC	150.00	08/10/15-08/14/15
Kucharski, Phillis	Week of Workshops/SC	150.00	08/10/15-08/14/15
Lawson, Anne	Week of Workshops/SC	150.00	08/10/15-08/14/15
McClaine, Serena	Week of Workshops/SC	150.00	08/10/15-08/14/15
McCleave, Sumaya	Week of Workshops/SC	150.00	08/10/15-08/14/15
Metcalf, Tiffany	Week of Workshops/SC	150.00	08/10/15-08/14/15
Minor, Nia-Amina	Choreographer, Winterdance/SC	800.00	08/17/15-12/16/15
Monacelli, Brian	Co-project Director, Photonics/IVC	3,483.00	09/28/15-12/16/15
Myers, Charlie	Week of Workshops/SC	150.00	08/10/15-08/14/15
Myhren, Brett	Week of Workshops/SC	150.00	08/10/15-08/14/15
O'Buchon, Janine	Week of Workshops/SC	150.00	08/10/15-08/14/15
Ochi, David	Week of Workshops/SC	150.00	08/10/15-08/14/15
Ochi, Shellie	Week of Workshops/SC	150.00	08/10/15-08/14/15
Perez, Larry	Week of Workshops/SC	150.00	08/10/15-08/14/15
Pestolesi, Diane	Week of Workshops/SC	150.00	08/10/15-08/14/15
Pinter, Jerry	Jazz Faculty in Concert/SC	200.00	08/24/15-08/24/15
Pratt, Allison	Week of Workshops/SC	150.00	08/10/15-08/14/15
Rangel, Efen	CalWORKs Coordination/SC	3,775.68	01/19/16-05/23/16
Robinson, Gloria J.	Week of Workshops/SC	150.00	08/10/15-08/14/15
Romero, Amanda	Co-facilitator, CTE Prof. Dev./IVC	3,483.00	08/10/15-12/16/15
Romero, Amanda	CTE Brochures/IVC	1,000.00	08/10/15-09/10/15
Rosenn, Jamie	Jazz Faculty in Concert, SC	150.00	08/24/15-08/24/15
Rousseau, Michele	NSF IUSE Grant Coordinator/SC	5,593.60	08/17/15-12/16/15
Schultz, Dolores	Week of Workshops/SC	150.00	08/10/15-08/14/15
Snively, Noelle	Choreographer, Winterdance/SC	800.00	08/17/15-12/16/15
Tracy, Jacob	Week of Workshops/SC	150.00	08/10/15-08/14/15
Venable, Samantha	Week of Workshops/SC	150.00	08/10/15-08/14/15
Vogel, Sarah	Week of Workshops/SC	150.00	08/10/15-08/14/15
Ward, Michael	Week of Workshops/SC	150.00	08/10/15-08/14/15
Weghorst, Chuck	Week of Workshops/SC	150.00	08/10/15-08/14/15
Westphal, Karla	Week of Workshops/SC	150.00	08/10/15-08/14/15
Whitson, Stephen	Week of Workshops/SC	150.00	08/10/15-08/14/15
Witt, Jason	WR 399 Project Participant/IVC	500.00	08/10/15-12/16/15
Yell, Lacey	Choreographer, Winterdance/SC	700.00	08/17/15-12/16/15
TOTAL		\$40,991.14	

D. WORKLOAD BANKING

1. ³MACMILLAN, SHARON, ID #1097, Political Science Instructor, Division of Social and Behavioral Sciences, Saddleback College, Pos #1610, is requesting a leave of absence for the Fall 2015 Semester, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2011-2014, in compliance with the Workload Banking Program.
2. STUFFLER, MARTHA, ID #1717, Economics Instructor, School of Social and Behavioral Sciences, Irvine College, Pos #2253, is requesting a leave of absence for the Spring 2016 Semester, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2011-2014, in compliance with the Workload Banking Program.
3. SULLIVAN, PATRICIA, ID #2447, Computer Information Management Instructor, Division of Economic and Workforce Development and Business Science, Saddleback College, Pos #1699, is requesting a leave of absence for the Spring 2016 Semester, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2011-2014, in compliance with the Workload Banking Program.
4. WHITE, CHRISTINA, ID #17008, Chemistry Instructor, Division of Mathematics, Science, and Engineering, Saddleback College, Pos #3967, is requesting a leave of absence for the Spring 2016 Semester, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2011-2014, in compliance with the Workload Banking Program.

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. HEWITT, DEBORAH S., ID #14377, Foods and Nutrition Instructor, Pos #1458, Division of Advanced Technology and Applied Science, Saddleback College, resignation effective December 25, 2015, and retirement effective, December 26, 2015. Payment is authorized for any compensated time off. (Start date: August 15, 2005)

³ Correction to item approved by Board of Trustees on August 24, 2015, which indicated that the leave was based on the equivalent of 18 banked LHE. The banked LHE for the leave are 15.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

Item Submitted By: *David Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

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. BLANCO, RENE is to be employed as Financial Aid Specialist, Categorical, Pos. #5142, Financial Aid, Division of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 125, Step 3, 40 hours per week, 12 months per year, effective September 14, 2015. This position was approved by the Board of Trustees on January 26, 2015, with employment contingent upon funding by BFAP.
- b. DEL PILAR, JOLEX is to be employed as Programmer Analyst, Pos. #4976, Innovative Technology Center, Saddleback College, Classified Bargaining Unit Salary Schedule Range 142, Step 1, 40 hours per week, 12 months per year, effective September 14, 2015. This is a replacement for Warren Kakamoto.
- c. FONTENOT, JEFFREY is to be employed as Network Systems Technician II, Pos. #5162, Innovative Technology Center, Saddleback College, Classified Bargaining Unit Salary Schedule Range 136, Step 3, 40 hours per week, 12 months per year, effective September 14, 2015. This position was approved by the Board of Trustees on February 23, 2015.
- d. MILLER, LINDSEY is to be employed as Graphic Designer/Production Technician, Pos. #4840, Marketing, Communications and Broadcast Systems, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 126, Step 1, 40 hours per week, 12 months per year, effective September 28, 2015. This is a replacement for Melinda Wilhelm, who received a change in status.
- e. O'HEARN, BIRGIT is to be employed as Human Resources Specialist, Temporary, Pos. #4929, Office of Human Resources, District Services, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective September 8, 2015. This is a replacement for Maria Feoktistova, who received a change in status. This is a temporary, specially funded position, with employment contingent upon funding for Workday projects funds.
- f. SENDA, THOKOZILE is to be employed as Financial Aid Specialist, Categorical, Pos. #5147, Financial Aid, Division of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 125, Step 1, 25 hours per week, 12 months per year, effective September 21, 2015. This position was approved by the Board of Trustees on January 26, 2015, with employment contingent upon funding by BFAP.
- g. SHIROMA, REGINA is to be employed as Office Assistant, Categorical, Pos. #3658, Division of Transfer, Career and Special Programs and Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 11 months per year, effective August 24, 2015. This is a replacement for Mary Gau.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

- h. SMITH, STEPHANIE is to be employed as Senior Matriculation Specialist, Categorical, Pos. #5127, School of Admissions, Records and Enrollment Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective September 28, 2015. This position was approved by the Board of Trustees on December 15, 2014, with employment contingent upon government special funding of the Matriculation Program.
 - i. TIBBO, KRISTY is to be employed as Administrative Assistant, Pos. #5150, School of Online and Extended Education, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 121, Step 2, 40 hours per week, 11 months per year, effective September 23, 2015. This position was approved by the Board of Trustees on January 26, 2015.
 - j. TRACEY, CLAIRE is to be employed as Financial Aid Specialist, Categorical, Pos. #5147, Financial Aid, Division of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 125, Step 1, 25 hours per week, 12 months per year, effective September 14, 2015. This position was approved by the Board of Trustees on January 26, 2015, with employment contingent upon funding by BFAP.
 - k. VITALE, LINDA is to be employed as Administrative Assistant, Pos. #3270, Facilities, Planning and Purchasing, District Services, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective August 31, 2015. This is a replacement for Gina Lakow-Oram, who received a change in status.
2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Range/ Step</u>	<u>Start Date</u>
Bright, Kathleen	Accounting Specialist/DS	118/1	08/03/15-06/30/16
Chance, Max	Police Officer/IVC	II/1	08/03/15-06/30/16
Gibson, Patrick	Custodian/SC	113/1	08/15/15-06/30/16
Gleason, Melissa	Transfer Center Specialist/IVC	123/1	08/04/15-06/30/16
Salsberry, Mashonda	Transfer Center Specialist/IVC	123/1	08/14/15-06/30/16
Silva, Genevieve	Child Development Specialist/IVC	122/1	08/13/15-06/30/16
Theriault, James	Police Officer/IVC	II/1	07/01/15-12/31/15

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** 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>
Areyan, Patric	Project Specialist/SC	15.00	07/01/15-06/30/16
Braner, Ronald	Project Specialist/DS	11.50	08/17/15-06/30/16
Chance, Max	Camp. Security Officer-ST/IVC	30.00	09/01/15-06/30/16
Contreras, Edward	Project Specialist/IVC	10.50	08/10/15-06/30/16
Eberhart, Laurie	Project Specialist/IVC	30.00	08/26/15-06/30/16
Gharavi, Hesamedine	Project Specialist/SC	18.00	08/17/15-06/30/16
Golbad, Kia	Project Specialist/IVC	15.00	07/01/15-06/30/16
Grajeda, Mia	Project Specialist/IVC	20.00	08/03/15-06/30/16
Jacob, Daryl	Project Specialist/SC	15.00	07/01/15-06/30/16
Kespradit, Brian	Project Specialist/IVC	10.50	08/16/15-06/30/16
Kim, Jin Ho	Project Specialist/IVC	30.00	08/19/15-06/30/16
Lane, Alan	Coaching Aide/IVC	25.00	08/26/15-06/30/16
Makhambetova, Venera	Project Specialist/IVC	24.00	08/21/15-06/30/16
Manders, Nicolas	Project Specialist/IVC	16.00	08/06/15-06/30/16
Matthews, Brenda	Clerk/IVC	19.00	08/01/15-06/30/16
Naval, Mark	Project Specialist/SC	16.00	08/03/15-06/30/16
Nhem, Elizabeth	Project Specialist/IVC	13.00	09/01/15-06/30/16
Palmer, James	Project Specialist/IVC	20.00	07/01/15-06/30/16
Pestolesi, Kari	Coaching Aide/IVC	25.00	08/05/15-06/30/16
Pouresfandiari, Shahram	Project Specialist/IVC	15.00	07/27/15-06/30/16
Preston, Lynn	Project Specialist/SC	15.00	07/01/15-06/30/16
Salazar, John	Project Specialist/IVC	13.00	09/01/15-06/30/16
Saygan, Louis	Project Specialist/SC	15.00	07/01/15-06/30/16
Serrano, Joshua	Project Specialist/IVC	10.50	08/10/15-06/30/16
Smith, Susan	Clerk/SC	15.00	08/17/15-06/30/16
Strouse, Lucas	Outreach Aide/SC	11.50	08/04/15-06/30/16
Susnjara, Anthony	Coaching Aide/IVC	25.00	08/31/15-06/30/16
Terzoli, Michelle	Project Specialist/IVC	16.00	07/01/15-06/30/16

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 **2015/2016** academic year.

<u>Name</u>	<u>Start/End Date</u>
Dimaano, Erin	07/24/15-06/30/16
Farahbod, Nahid	08/13/15-06/30/16
Gomez, Katelyn	08/13/15-06/30/16
Knight, Nathan	08/17/15-06/30/16
Perog, Bryce	08/17/15-06/30/16
Urdaneta-Carrera, Alejandro	08/04/15-06/30/16

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2015/2016** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Adams, Theresa	Community Ed. Presenter/SC	10.00	07/01/15-06/30/16
Barias, Eric	Tutor/IVC	14.00	07/01/15-06/30/16
Bassam, Khalil	Tutor/IVC	12.00	08/14/15-06/30/16
Carey, Jonathan	Tutor/IVC	12.00	08/14/15-06/30/16
Choi, Young	Community Ed. Presenter/SC	10.00	07/26/15-06/30/16
Clontz, Amber	Tutor/SC	12.00	08/03/15-06/30/16
Cousineau, Mary	Clinical Skills Specialist/SC	30.00	07/29/15-06/30/16
Cox, Elizabeth	Interpreter IV/IVC	30.00	08/17/15-06/30/16
DeRoulet, Eric	Tutor/IVC	16.00	08/03/15-06/30/16
Francisco, Megan	Tutor/IVC	12.00	08/14/15-06/30/16
Gavin, Zachary	Tutor/SC	12.00	08/17/15-06/30/16
Guerriere, Desiree	Tutor/SC	12.00	08/05/15-06/30/16
Johnson, Jennifer	Interpreter IV/IVC	30.00	08/17/15-06/30/16
Kajbaf, Sara	Clinical Skills Specialist/SC	30.00	07/30/15-06/30/16
Lackey, Patricia	Community Education Expert/SC	22.00	07/01/15-06/30/16
Lee, Rachel	Tutor/IVC	10.00	07/16/15-06/30/16
McConkey, Jennifer	Tutor/SC	12.00	08/03/15-06/30/16
McMahon, Alicia	Model/IVC	22.00	08/19/15-06/30/16
Mekonnen, Haben	Tutor/SC	12.00	08/17/15-06/30/16
Miramontes, Marissa	Tutor/SC	12.00	08/17/15-06/30/16
Phan, Benjamin	Tutor/SC	12.00	08/17/15-06/30/16
Quinlan, Serena	Tutor/SC	12.00	08/04/15-06/30/16
Riedel, Jeffrey	Clinical Skills Specialist/SC	30.00	07/28/15-06/30/16
Rodriguez, Justin	Clinical Skills Specialist/SC	15.00	08/12/15-06/30/16
Rostamiasrabadi, Aria	Tutor/IVC	12.00	08/17/15-06/30/16
Salman, Dawn	Community Ed. Presenter/SC	50.00	08/13/15-06/30/16
Song, Kyong	Community Ed. Presenter/IVC	10.00	06/24/15-06/30/16
Tester, Daniel	Interpreter IV/IVC	30.00	08/26/15-06/30/16
Trujillo, Alex	Tutor/SC	12.00	08/17/15-06/30/16
Weckerle, Diane	Community Ed. Presenter/IVC	10.00	07/01/15-06/30/16
Winter, Shanti	Community Ed. Presenter/SC	10.00	08/17/15-06/30/16
Yazdi-Nejad, Amir	Tutor/SC	12.00	08/14/15-06/30/16

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. COLLEGE GRANTS MANAGER, (SPECIALLY FUNDED), a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 11, Grants and Contracts, Office of College Administrative Services, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 29, 2015. Employment in this grants funded position is contingent upon funding by the Workday project and by revenue from indirect costs recovered on grants such as the Department of Labor's Trade Adjustment Assistance Community College Training (TAACCCT) grant and California's Career Pathways Trust grant. (Exhibit B, Attachment 1)
2. DIRECTOR OF ANNUAL GIVING AND DEVELOPMENT SERVICES, a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 18, Office of College Foundation, Irvine Valley College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 29, 2015.
3. NURSING PROGRAM ADMISSIONS AND RECORDS EVALUATOR, (SPECIALLY FUNDED), Classified Bargaining Unit Salary Schedule Range 127, Division of Health Sciences and Human Services, Saddleback College, seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per year position to its staff complement, effective September 29, 2015. Employment in this specially funded position is contingent upon funding by the Enrollment Growth grant. (Exhibit B, Attachment 3)
4. PAYROLL SPECIALIST, Classified Bargaining Unit Salary Schedule Range 127, Payroll, Office of Business Services, District Services, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 29, 2015.
5. PSYCHOLOGICAL HEALTH SERVICES SUPERVISOR, a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 17, Student Health Center, Office of Student Services, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 29, 2015. (Exhibit B, Attachment 4)
6. PROGRAM SENIOR ACCOUNTING SPECIALIST, TEMPORARY, (SPECIALLY FUNDED), Classified Bargaining Unit Salary Schedule Range 131, Fiscal Services, Office of Business Services, District Services, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 29, 2015 through June 30, 2016. Employment in the position is contingent upon funding by Workday project funds.

C. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** COLLEGE GRANTS AND CONTRACTS MANAGER, CATEGORICAL, Pos. 4691, a classified manager, Office of College Administrative Services, Academic and Classified Administrator and Managers Salary Schedule Range 13, full-time, 40 hour per week, 12 months per year; and **CREATE** DIRECTOR OF FISCAL AND CONTRACT SERVICES (SPECIALLY FUNDED), a classified manager, Office of Administrative Services, Academic and Classified Administrator and Managers Salary Schedule Range 16, a full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 29, 2015. Employment in this grants funded position is contingent upon funding by the Workday project and by revenue from indirect costs recovered on grants such as the Department of Labor's Trade Adjustment Assistance Community College Training (TAACCCT) grant and California's Career Pathways Trust grant. (Pos. #4691 was approved by the Board of Trustees on October 29, 2012) (Exhibit B, Attachment 2)
 - i. **PROMOTE** ROXANNE METZ, ID #019340, from College Grants and Contracts Manager, Categorical, Pos. #4691, Office of Administrative Services, Academic and Classified Administrator and Managers Salary Schedule Range 13, Step 6, 40 hours per week, 12 months per year; to Director of Fiscal and Contract Services, Specially Funded, Office of College Administrative Services, Academic and Classified Administrator and Managers Salary Schedule Range 16, Step 4, 40 hours per week, 12 months per year, effective September 29, 2015. Employment in this grants funded position is contingent upon funding by Workday project and by revenue from indirect costs recovered on grants such as the Department of Labor's Trade Adjustment Assistance Community College Training (TAACCCT) grant and California's Career Pathways Trust grant.
2. IRVINE VALLEY COLLEGE seeks authorization to eliminate the following Classified position, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** THEATRE PRODUCTION MANAGER, Pos. 4141, School of the Arts, Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hour per week, 12 months per year, effective September 29, 2015. (Pos. #4141 was approved by the Board of Trustees on March 24, 2009)
 - i. **PROMOTE** PATRIC TAYLOR, ID #014293, from Theatre Production Manager, Pos. #4141, School of the Arts, Classified Bargaining Unit Salary Schedule Range 132, Step 6, 40 hours per week, 12 months per year; to Director of Arts Production Management, Pos. #6540, School of the Arts, a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 8, Step 4, 40 hours per week, 12 months per year, effective September 29, 2015. (Pos. #6540 was approved by the Board of Trustees on May 18, 2015)

C. REORGANIZATION - Continued

3. IRVINE VALLEY COLLEGE seeks change the reporting structure for the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **REORGANIZE CURRICULUM SPECIALIST**, Pos. #4794, from reporting to the Vice President of Instruction, to begin reporting to the Dean of Social and Behavioral Sciences, effective October 1, 2015. Position #4794 is appointed to Lois DiAlto, ID #003145.

D. AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS

1. IRVINE VALLEY COLLEGE has been authorized to change the hours per week and/or months per year for the following Classified positions within their organization pursuant to Article 14 of the C.S.E.A. Contract.
 - a. **ELIMINATE PROGRAM ASSISTANT, CATEGORICAL**, Pos. 4946, Extended Opportunity Programs and Services, School of Guidance and Counseling, Classified Bargaining Unit Salary Schedule Range 118, part-time, 29 hour per week, 12 months per year; and **CREATE PROGRAM ASSISTANT, CATEGORICAL**, Extended Opportunity Programs and Services, School of Guidance and Counseling, Classified Bargaining Unit Salary Schedule Range 118, full-time, 40 hours per week, 12 months per year position to its staff complement, effective October 1, 2015. Employment in this position is contingent upon funding by Extended Opportunities Programs and Services. (Pos. #4946 was approved by the Board of Trustees on September 23, 2013)
 - i. **CHANGE MARINA MUNOZ**, ID #018983, from Program Assistant, Categorical, Pos. #4946, Extended Opportunity Programs and Services, School of Guidance and Counseling, Classified Bargaining Unit Salary Schedule Range 118, Step 2, part-time, 29 hour per week, 12 months per year; to Program Assistant, Categorical, Extended Opportunity Programs and Services, School of Guidance and Counseling, Classified Bargaining Unit Salary Schedule Range 118, Step 2, full-time, 40 hour per week, 12 months per year effective October 1, 2015. Employment in this position is contingent upon funding by Extended Opportunities Programs and Services.
 - b. **ELIMINATE LIBRARY ASSISTANT 1**, Pos. #5007, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 10 months per year from its staff complement, and **CREATE LIBRARY ASSISTANT 1**, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 12 months per year effective October 1, 2015. (Pos. #5007 was approved by the Board of Trustees on May 19, 2014)
 - i. **CHANGE CAROL ADAMS HUFF**, ID #019521, from Library Assistant I, Pos. #5007, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 1, part-time, 20 hours per week, 10 months per year; to Library Assistant I, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 1, part-time, 20 hours per week, 12 months per year effective October 1, 2015.

D. AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS - Continued

1. IRVINE VALLEY COLLEGE has been authorized to change the hours per week and/or months per year for the following Classified positions within their organization pursuant to Article 14 of the C.S.E.A. Contract.
 - c. **ELIMINATE** LIBRARY ASSISTANT 1, Pos. #4682, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 10 months per year from its staff complement, and **CREATE** LIBRARY ASSISTANT 1, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 12 months per year effective October 1, 2015. (Pos. #4682 was approved by the Board of Trustees on October 29, 2012)
 - i. **CHANGE** ALFREDO EUTIMIO, ID #019244, from Library Assistant I, Pos. #4682, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 4, part-time, 20 hours per week, 10 months per year; to Library Assistant I, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 4, part-time, 20 hours per week, 12 months per year effective October 1, 2015.
 - d. **ELIMINATE** LIBRARY ASSISTANT 1, Pos. #4779, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 11 months per year from its staff complement, and **CREATE** LIBRARY ASSISTANT 1, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 12 months per year effective October 1, 2015. (Pos. #4779 was approved by the Board of Trustees on May 20, 2013)
 - i. **CHANGE** JOSHUA GLADIEUX, ID #019831, from Library Assistant I, Pos. #4779, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 1, part-time, 20 hours per week, 11 months per year; to Library Assistant I, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 1, part-time, 20 hours per week, 12 months per year effective October 1, 2015.
 - e. **ELIMINATE** LIBRARY ASSISTANT 1, Pos. #5006, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 10 months per year from its staff complement, and **CREATE** LIBRARY ASSISTANT 1, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 12 months per year effective October 1, 2015. (Pos. #5006 was approved by the Board of Trustees on May 19, 2014)

E. RECLASSIFICATION

1. IRVINE VALLEY COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** ADMISSIONS AND RECORDS EVALUATOR, Pos. #3463, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** ADMISSIONS AND RECORDS EVALUATOR, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year position to its staff complement, effective October 1, 2015. (Pos. #3463 was approved by the Board of Trustees on February 27, 2006)
 - i. **PROMOTE** SHANNA MOORHOUSE, ID #002082, from Admissions and Records Evaluator, Pos. #3463, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, Step 6, plus longevity, 40 hours per week, 12 months per year; to Admissions and Records Evaluator, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, Step 6, plus longevity, 40 hours per week, 12 months per year; effective October 1, 2015.
 - b. **ELIMINATE** ADMISSIONS AND RECORDS EVALUATOR, Pos. #3273, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** ADMISSIONS AND RECORDS EVALUATOR, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year position to its staff complement, effective October 1, 2015. (Pos. #3273 was approved by the Board of Trustees on February 27, 2006)
 - i. **PROMOTE** GILLIAN PATELLA, ID #009285, from Admissions and Records Evaluator, Pos. #3273, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, Step 6, plus longevity, 40 hours per week, 12 months per year; to Admissions and Records Evaluator, School of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, Step 6, plus longevity, 40 hours per week, 12 months per year; effective October 1, 2015.
 - c. **ELIMINATE** DISPATCHER/RECORDS, Pos. #5079, Office of Campus Safety and Security, Classified Bargaining Unit Salary Schedule Range 119, part-time, 24 hour per week, 12 months per year; and **CREATE** DISPATCHER/RECORDS, Classified Bargaining Unit Salary Schedule Range 119, full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 29, 2015. (Pos. #5079 was approved by the Board of Trustees on October 27, 2014)

E. RECLASSIFICATION - Continued

2. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** ADMISSIONS AND RECORDS EVALUATOR, Pos. #3231, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** ADMISSIONS AND RECORDS EVALUATOR, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hour per week, 12 months per year position to its staff complement, effective October 1, 2015. (Pos. #3231 was approved by the Board of Trustees on February 27, 2006)
 - i. **PROMOTE** ELVA ARAIZA, ID #003467, from Admissions and Records Evaluator, Pos. #3231, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, Step 6, plus longevity, 40 hours per week, 12 months per year; to Admissions and Records Evaluator, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, Step 6, plus longevity, 40 hours per week, 12 months per year; effective October 1, 2015.
 - b. **ELIMINATE** ADMISSIONS AND RECORDS EVALUATOR, Pos. #3267, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** ADMISSIONS AND RECORDS EVALUATOR, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hour per week, 12 months per year position to its staff complement, effective October 1, 2015. (Pos. #3267 was approved by the Board of Trustees on February 27, 2006)
 - i. **PROMOTE** JEANNE BARNHILL, ID #010747, from Admissions and Records Evaluator, Pos. #3267, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, Step 6, 40 hours per week, 12 months per year; to Admissions and Records Evaluator, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year; effective October 1, 2015.
 - c. **ELIMINATE** SENIOR ADMISSIONS AND RECORDS SPECIALIST, Pos. #3945, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** ADMISSIONS AND RECORDS EVALUATOR, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hour per week, 12 months per year position to its staff complement, effective October 1, 2015. (Pos. #3945 was approved by the Board of Trustees on October 27, 2008)

E. RECLASSIFICATION - Continued

2. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - i. **PROMOTE** DORIS MUCHIRAHONDO, ID #009286, from Senior Admissions and Records Specialist, Pos. #3945, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, Step 6, 40 hours per week, 12 months per year; to Admissions and Records Evaluator, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year; effective October 1, 2015.
 - d. **ELIMINATE** ADMISSIONS AND RECORDS EVALUATOR, Pos. #3482, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** ADMISSIONS AND RECORDS EVALUATOR, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hour per week, 12 months per year position to its staff complement, effective October 1, 2015. (Pos. #3482 was approved by the Board of Trustees on February 27, 2006)
 - i. **PROMOTE** JULIE PAYHAN, ID #001938, from Admissions and Records Evaluator, Pos. #3482, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, Step 6, plus longevity, 40 hours per week, 12 months per year; to Admissions and Records Evaluator, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, Step 6, plus longevity, 40 hours per week, 12 months per year; effective October 1, 2015.
 - e. **ELIMINATE** ADMISSIONS AND RECORDS EVALUATOR, Pos. #3940, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** ADMISSIONS AND RECORDS EVALUATOR, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hour per week, 12 months per year position to its staff complement, effective October 1, 2015. (Pos. #3940 was approved by the Board of Trustees on June 24, 2008)
 - i. **PROMOTE** EVELIA RAMIREZ, ID #007159, from Admissions and Records Evaluator, Pos. #3940, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 126, Step 6, plus longevity, 40 hours per week, 12 months per year; to Admissions and Records Evaluator, Division of Admissions, Records and Enrollment Services, Classified Bargaining Unit Salary Schedule Range 127, Step 6, plus longevity, 40 hours per week, 12 months per year; effective October 1, 2015.

F. CHANGE OF STATUS

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

- a. ADRIAN, CHRISTOPHER, ID #020077, Human Resources Assistant, Pos. #3669, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, Office of Human Resources, District Services, is to be employed as Human Resources Specialist, Pos. #3389, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, Office of Human Resources, District Services, effective August 24, 2015. This is a replacement for Patricia Helton, who retired.
- b. ¹BARNAK, GARY, ID #18591, Grant Project Manager, Pos. #4874, Division of Health Sciences and Human Services, Academic and Classified Administrator and Managers Salary Schedule Range 9, Step 2, 40 hours per week, was given a change in status to Grant Project Manager, (Specially Funded), Division of Health Sciences and Human Services, Academic and Classified Administrator and Managers Salary Schedule Range 11, Step 1, 40 hours per week; effective August 25, 2015. Employment in this grants funded position is contingent upon funding by the DOL/TACCCT, Common Assessment Initiative and Perkins Grants.
- c. BEAN, LEANNE, ID #016279, Senior Administrative Assistant, Pos. #3958, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Disabled Students Programs and Services, Division of Transfer, Career, and Special Programs and Services, Saddleback College, is to be employed as Executive Assistant, Pos. #3325, Classified Bargaining Unit Salary Schedule Range 133, Step 5, 40 hours per week, 12 months per year, Office of Student Services, Saddleback College, effective August 27, 2015. This is a replacement for Barbara Sendaba, who retired.
- d. ²BUSH, KRISTEN, ID #007992, is to be employed as Graphic Designer, Pos. #3383, Office of Marketing and Communication, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 1, 40 hours per week, 12 months per year, effective September 28, 2015. This is a replacement for Karen Fong.
- e. GUAJARDO, ZACHARY, ID #019469, Accounting Assistant, Pos. #4832, Classified Bargaining Unit Salary Schedule Range 118, Step 2, 29 hours per week, 12 months per year, Student Payment and Veterans Offices, College Administrative Services, Saddleback College, is to be employed as Admissions and Records Specialist I, Pos. #2743, Classified Bargaining Unit Salary Schedule Range 116, Step 3, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, effective September 14, 2015. This is a replacement for Grisel Heredia, who received a change in status.

¹ Submitted to the Board of Trustees on August 24, 2015 with effective date of August 1, 2015 in error.

² Submitted to the Board of Trustees on August 24, 2015 as Irvine Valley College, in error.

F. CHANGE OF STATUS

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

- f. MYERS, JACQUELINE, ID #014231, Custodian, Pos. #4757, Classified Bargaining Unit Salary Schedule Range 113, Step 6, 25 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, is to be employed as Custodian, Pos. #5169, Classified Bargaining Unit Salary Schedule Range 113, Step 6, 29 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, effective August 20, 2015. This position was approved by the Board of Trustees on February 23, 2015.
- g. NAWABI, MINA, ID #010437, Senior Counseling Office Assistant, Pos. #3469, Classified Bargaining Unit Salary Schedule Range 119, Step 6, 40 hours per week, 12 months per year, School of Guidance and Counseling, Irvine Valley College, is to be employed as Administrative Assistant, Categorical, Pos. #5145, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year. School of Guidance and Counseling, Irvine Valley College. This position was approved by the Board of Trustees on January 26, 2015 with employment contingent upon funding by the Student Success and Support Program.

G. OUT OF CLASS ASSIGNMENTS

1. DISTRICT SERVICES placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Effective Date</u>
³ Lakow, Maria	Senior Administrative Assistant	127/4	08/03/15

2. SADDLEBACK COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Effective Date</u>
DeLaO, Edward	College Grants Manager, Categorical	11/3	09/29/15

³ I. Antonia Lakow, Human Resources Operations Supervisor, Office of Human Resources, District Services; William Lakow, Computer and Audiovisual Technician, Innovative Technology Center, Saddleback College; Maria Lakow, Senior Administrative Assistant, out of class, Research, Planning and Accreditation, District Services; and Gina Lakow-Oram, Buyer, Office of Facilities, Planning and Purchasing, District Services. Correcting start dates of out of class assignment are related.

H. OUT OF CLASS ASSIGNMENT END/RETURN TO PERMANENT ASSIGNMENT

1. SADDLEBACK COLLEGE returned the following permanent Classified Bargaining Unit employee/s from a temporary, out of class assignment, back to their permanent assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Effective</u> <u>Date</u>
Caroll, Samuel	Utility Custodian-P0004938	117/2	08/10/15

2. IRVINE VALLEY COLLEGE returned the following permanent Classified Bargaining Unit employee/s from a temporary, out of class assignment, back to their permanent assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Effective</u> <u>Date</u>
Hernandez, Milton	Lead Custodian-P0005039	119/2	08/25/15
Nuno, Silvia	Custodian-P0004759	113/3	08/25/15
Smith, Benjamin	Building Maintenance Worker-P0003625	124/6	08/25/15
Zavala, Maurice	Groundskeeper-P0004010	118/2	08/25/15

I. LEAVE OF ABSENCE

1. MENDOZA, HEATHER, ID #012890, Senior Administrative Assistant, Pos. #37500, Office of Online and Extended Education, Irvine Valley College, paid administrative leave effective August 21, 2015.

J. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ISAI, ALEX, ID #012373, Lead Custodian, Pos. #3276, Classified Bargaining Unit Salary Schedule Range 119, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, resignation effective January 8, 2016, retirement effective January 11, 2016. Payment is authorized for any compensated time off. (Start date: March 25, 2003)
2. LAKOW, WILLIAM, ID #010173, Computer and Audiovisual Technician, Pos. #4465, Classified Bargaining Unit Salary Schedule Range 126, Step 6, 25 hours per week, 12 months per year, Innovative Technology Services, Saddleback College, resignation effective September 11, 2015. Payment is authorized for any compensated time off. (Start date: September 14, 2005)
3. LEON, PEDRO, ID #016227, Custodian, Pos. #2020, Classified Bargaining Unit Salary Schedule Range 113, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Irvine Valley College, resignation effective September 10, 2015. Payment is authorized for any compensated time off. (Start date: June 22, 2009)
4. MACIAS, JOSE, ID #019149, Custodian, Pos. #1042, Classified Bargaining Unit Salary Schedule Range 113, Step 4, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, resignation effective September 10, 2015. Payment is authorized for any compensated time off. (Start date: November 30, 2012)

J. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

5. ⁴SIERAKOWSKI, MARK, ID #002248, Network Systems Administrator, Pos. #4063, Classified Bargaining Unit Salary Schedule Range 143, Step 6, 40 hours per week, 12 months per year, Office of Technology Services, Saddleback College, resignation effective September 15, 2015 and retirement effective September 16, 2015. Payment is authorized for any compensated time off. (Start date: January 13, 1987)
6. SONNENBERG, DENISE, ID #018985, Development Associate, TDAD, Pos. #4665, Classified Bargaining Unit Salary Schedule Range 138, Step 4, 40 hours per week, 12 months per year, Office of College Foundation, Irvine Valley College, resignation effective November 2, 2015. Payment is authorized for any compensated time off. (Start date: February 26, 2013)

K. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Alba, Louise	Aldakka, Aya	Al Hamed, Saeed
Alsmadi, Hamza	Amell, Ryan	Andrews, Gavin
Anthis, Luke	Arroyo, Jonathan	Ash, Jennifer
Ashworth, Lauren	Atiyeh, Laith	Bell, Robert
Berg, Nicole	Berkson, Brianna	Benice, Olivia
Berry, Erika	Bidgoli, Sarah	Blair, Brooke
Boggs, Blake	Bolton, Wesley	Boyd, Jason
Brooks, Tyler	Brouillette-Janes, Khrystl	Brown, Katie
Brown, Kelly	Brown, Rachelle	Browning, Kaylee
Brucks, Danielle	Brull, Elizabeth	Burgoon, Eric
Burns, Christian	Cabrera, Daniel	Camarena, Christopher
Cao, Guo	Cardenas, Claudia	Carteno, Santos
Carter, Megan	Castellon, Michelle	Chastain, Chantal
Christy, Valerie	Cinto, Adalin	Claudine, Nadya
Columna, Indigo	Conley, Michael	Cook, Trevor
Cornejo, Erin	Crane, Courtney	Crawford, Kelli
Crestol, Laura	Cuk, Ivana	Dalou, Toffic
Daniels, Jordan	Davidson, Nathan	Davies, Kelsi
Denney, Lauren	Desautel, Wayne	DeZarn, Tierney
Dibernardo, Dominique	Dibernardo, Neiko	Dillingham, Zoe
Dion, Cassidy	Diono, Megan	Doan, Bao
Dupre, Rachelle	Durghinescu, Daniel	Dzandzara, Nicholas
Faber, Jacob	Faulkner, Marissa	Fenske, Kira

⁴Submitted to the Board of Trustees on August 24, 2015 with resignation and retirement as July, in error.

K. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Fernandez, Ryan	Finkbeiner, Charles	Focht, Ashley
Forche, Skyler	Forkish, Seth	Froman, Aaron
Frost, Jack	Fuster, Daniel	Garcia, Brandon
Garellick, Hadyn	Garuin, Nicolas	Gifford, Laurel
Gille, Amanda	Gillespie, Kiani	Gloria, Evelyn
Gloria, Natalie	Godinez, Edgar	Goldberg, Noah
Golemo, Brandon	Gomez-Perez, Joseline	Gonzales, German
Goodheart, Robert	Goossens, Colet	Gorr, Presley
Grace, Timothy	Graham, Alyssa	Graham, Amanda
Grandbouche, Joshua	Green, Jared	Grenrock, Jennifer
Grigoriou, Stefanos	Habib, Tameem	Halliburton, Trevor
Hammett, Tessa	Hanan, Kaylee	Haq, Rimal
Harsini, Sina	Hayes, Joshua	Hewitt, Natalie
Hogan, Tracey	Holbrook, Kari	Holliday, Karen
Houck, Dustin	Houlihan, Eric	Huff, Kai
Hurst, Demian	Jason, Garrett	Jensen, Mitchell
Johnston, Shannon	Juat, Daniel	Karkhanehchin, Paymon
Kaupp, Colin	Keith, Katie	Kelly, Ashley
Kosidowski, Kyle	Kowalczyk, Alyssa	Krater, Michael
Kruse, Kevin	Lauderdale, Trenton	Lavassani, Brandon
Lawrence, Evan	Lawson, Mitchell	Laxamana, Brandon
Le, Eric	Le, Timothy	Lemus-Reyes, Roman
Lister, Anne	Lizarraga, Karina	Lockwood, Tiffany
Lowe, Christina	Lukin, Corey	Lull, Reagan
Maimone, Austin	Maka, Brian	Mang, Alec
Masjuan, Victoria	Mcanlis, Shawn	McDaniel, Dylan
McEven, Clayton	McGann, Katherine	McTiernan, Siobhan
Meador, Catelyn	Merlos, Kelsey	Mester, Nicolas
Metzger, Brianna	Mew, Brian	Miller, Joan
Miller, Traevon	Minardi, Christian	Mister, Madison
Molloy, Sebastiaan	Montanez, Randi	Moore, H. Bass
Moore, Westlee	Morales, Ryan	Morgan, Justin
Nguyen, Ben	O'Brien, John	Olague, Brenda
Oltman, Matthew	Onia, Leslie	Ortega, Jessica
Ortega, Lorin	Orville, Austin	Oshana, Zayya
Oskoui, Montra	Otoh, Victor	Ougarov, Katherine
Parsadayan, Andrew	Patterson, John	Pavlis, Haley
Pedraza, Daniel	Perazzo, Daniele	Perez, David
Peters, Molly	Petrich, Nick	Platt, Katherine
Powell, Wyatt	Quang, Trandon	Raasch, Nicole
Reames, Steven	Reed, Lauren	Reilly, Michael
Reinartz, Audrey	Reinartz, Donald	Renteria, Alyssa
Reyes, Diana	Ricca, Kelly	Rivers, Michelle
Roberts, Lora	Roberts, Michael	Rodriguez, Hector
Rodriguez, Krista	Romanenko, Alexander	Rousseve, Dino

K. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Sabatello, Sean	Sabatino, Taylor	Salem, Muhammad
Salinas, Jackie	Sanchez-Zacarias, Salvador	Sandoval, Joshua
Santoyo, Karina	Scalisi, Jake	Schwartz, Trenton
Shimogawa, Chelsea	Solis, Marilyn	Song, Cameron
Sotelo, Jonathan	Sowatsky, Kyle	Stange, Kurtis
Sullivan, Megan	Tajzoy, Zohal	Tamariz, Jose
Terberg, Hayley	Tetreault, Kathryne	Themm, Alexandra
Thiart, Dean	Thomas, Austin	Thomas, Bailey
Tolero, Jerome	Torossian, Natalie	Torres, Jessenia
Touchberry, Shawn	Traino, Chelsea	Umali, Joselito
Valdez, Juan	Vandenbroek, Sara	Vanderelst, Raeanna
Walls, Mackensey	Wang, Bayan	Webber, Matthew
Welch, Martha	Wheeler, Sebastien	Wilson, Andrew
Wilson, David	Wood, Toni	Wood, Valeriya
Woog, Russell	Yaganeh, Layla	Yocham, Hailey
Zamalloa, Daniel	Zeck, Aaron	

Community Education, Emeritus and K-12 Partnership Saddleback College

Carbone, Martin	Glen, Todd	Houseknecht, Pam
Lee, Alan		

Counseling Services, Saddleback College

Rodriguez, Albert

School of the Arts, Irvine Valley College

Cantler, Jacee	Chapman, Julie	Cunningham, Hilary
Gaydos, Nick	Gusiff, Kymberly	Nelson, Brenda
Pardini, Aaron		

Fine Arts and Media Technology, Saddleback College

Cendejas, Armando	Cohen, Myrna	Fisher, Amanda
Hartman, Tracy	Jah, Madina	Kamber, Dawn
Massingill, Christie	Minaya, Marco	Nagu, Marie
Pinchinte, Kevin	Reynolds, Drew	Stoian, Roland
Therrio, Ron	Zadighian, Parviz	

Guidance and Counseling, Irvine Valley College

Ackerman, Malia	Elaii, Fatima	Felix, Lizbeth
Mendez, Ana		

Health Science and Human Services, Saddleback College

Merchain, Amber

K. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Humanities and Languages, Irvine Valley College

Aono, Keiko	Emori, Yoko	Kong, Don
Kubo, Kumiko	Murata, Yuki	Nishimura, Mai
Niwa, Hiroko	Okada, Toko	Sakata, Kieko
Sasaki, Rena	Sonoyama, Eiichi	Wang, Taemi
Yamamoto, Madoka	Yamamoto, Noriyo	

Kinesiology, Health and Athletics, Irvine Valley College

Hampton-Carvalho, Haleigh	Harris, Matthew	Hatcher, Kalob
Titus, Felicia		

Kinesiology and Athletics, Saddleback College

Abe, Robert	Anast, Kassiani	Arambula, Nathan
Barr, Jessica	Evans, Matthew	Glascok, John-Paul
Gordon, Bryce	Grosher, Marlee	Hebert, Jon
Hindle, William	Mackey, Chris	Maddox, Jasmine
Martin, Ollie	Maunu, Marisa	Medina, Patricia
Orr, Hilary	Poffenbarger, Jenae	Ramires, Enrique
Rodman, Connor	Swoboda, Nicholas	Tatman, Kimberly

Liberal Arts, Saddleback College

Gomez, Brigitte	Gutierrez, Carlos
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Marketing, Communication, and Broadcast System, Irvine Valley College

Bangston, Allie	Madrigal-Valerio, Natalia
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Office of Student Services, Irvine Valley College

Ali, Shazmaan	Chang, Hae Min	Horas, Kimkim
Kim, Yejin	Kulpa, Sarah	Lee, Nicole
Munyenymbe, Tabachi	Murphy, Dawn	Park, Kevin
Qureshi, Shabaa	Rodriguez, Jesus	Rosillo, Ivan
Samarakone, Andrew	Sandez, Israel	Shadman, Shakiba
Tavakoli, Niki		

Online Education and Learning Resources, Saddleback College

Shamedani, Maliheh

Physical Sciences, Irvine Valley College

Domke, Kirk	Gross, Barbara	Gross, Murray
Kingery, Bob	Shaw-Kingery, Youlin	

Transfer, Career and Special Programs, Saddleback College

Burnett, Dottie

ATTACHMENT 1

South Orange County Community College District

COLLEGE GRANTS MANAGER, (SPECIALLY FUNDED) – JC #, Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 11

DEFINITION

To manage and provide leadership, coordination and support on matters related to grant development and administration at a community college, including, but not limited to research, identification, coordination, development, writing, procurement and management of grants working in coordination with appropriate District personnel.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the district; lead by example; actively participate in and support district-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

DISTINGUISHING CHARACTERISTICS

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

This classified management classification is required to perform a full range of professional-level duties in support of the assignment. Positions at this level develop, implement and administer assigned services and functional areas, participate in budget administration and monitoring, and coordinate communication and work activities among others.

Assignments performed at this level require knowledge of project management work as well as knowledge of subject matter related to the assignment.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Fiscal Services, (Specially Funded) or other administrator as designated by the President.

Exercises functional and technical supervision over professional, technical and classified staff as assigned.

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

Provide leadership, administration and advocacy in the functions of grant writing for a community college, working in coordination with appropriate District personnel.

Oversee all grant-funded programs and coordinate compliance and reporting activities.

Coordinate and support the development, writing and design of all comprehensive grant proposals, including needs statements, project objectives, implementation strategies, budget, evaluation procedures, supporting demographic data and other materials.

Lead the College to identify and assist in the writing process of grants to support various College constituencies; develop systems and processes and support the College's efforts to secure State, federal, and Foundation grants and other external funding sources for enhancement of special programs and institutional innovations related to student access and success.

South Orange County Community College District
Page 2 – College Grants Manager, (Specially Funded)

Disseminate and provide advisement about the availability of external funding; communicate and work effectively with faculty members, staff and managers regarding grants relevant to their field; provide information concerning specific funding sources; coordinate timelines and protocol for grant submission and reports.

Provide leadership in the development and implementation of regular training and education programs for faculty and staff that promote a clearer understanding of the College's grant development process.

Serve as liaison to other educational providers, including K-12, and higher education partners on matters relating to grants; work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; meet with representatives of business, industry, and local government; cultivate and promote positive and substantive relationships and funding alternatives with local business and industry; and serve as a leader and advocate for the College within the business community.

Serve on a variety of campus, District, community, and State committees; organize, chair or attend a variety of workshops, professional conferences, and administrative/staff meetings related to grants.

Work with appropriate College and District staff to coordinate and facilitate the paperwork for all College grant agreements, including, but not limited to, terms and conditions, compliance review, renewals, extensions and amendments; ensure accuracy, inclusion and approvals of all necessary and required grant terms and conditions, in accordance with District policies and procedures; after required approvals are obtained, draft Board agenda items related to grant agreements and forward to the Director of Fiscal Services, (Specially Funded).

Maintain current knowledge of methods and new technologies pertinent to areas of assignment; monitor legislation, new State Education Code regulations and other State guidelines to determine impact on grants.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Perform related duties as assigned.

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education

A Bachelor's Degree from an accredited institution in a field related to grants procurement and grant administration or coordination. A Master's degree from an accredited institution in a related field is desirable.

Experience

At least three years of successful experience directly-related to grant writing and submittal specifically focused on the development of funding opportunities with federal, State and local agencies and other external funding sources; and experience working in a participatory governance environment.

South Orange County Community College District
Page 3 – College Grants Manager, (Specially Funded)

Knowledge of:

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

Computer systems and software applications related to area of assignment.

District and College organization, operations and objectives.

Grant writing.

Interpersonal skills including tact, patience and diplomacy.

Principles and practices of leadership and administration, including organization, budget preparation, grant administration, and report writing.

Principles and practices of training and supervision.

Strong oral and written communication skills, including giving presentations to small as well as large groups.

Ability to:

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

Collect, compile and analyze data.

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

Coordinate, support, and exercise leadership in college grants processes.

Demonstrate leadership, management, supervisory, and team-building skills.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Demonstrate strong and effective writing, editing and verbal communication skills.

Develop, prepare and administer program and project budgets.

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

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

Evaluate grants accurately and efficiently.

Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.

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

Manage multiple assignments and tasks, set priorities, and adapt to changing conditions and work assignments.

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

Operate computers, peripherals and assigned office equipment.

Plan and organize work to meet deadlines.

Plan, design and produce extensive reports, proposals, position papers and other formal documents.

Plan, organize and coordinate assigned activities in a manner conducive to full performance and high morale.

Plan, organize and execute effective oral presentations, supported by sophisticated multi-media programs for large audiences.

Plan, organize and execute effective written reports supported by facts, documentation and research.

Plan, organize, coordinate, manage and expedite projects related to assignment.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Train and provide supervision and work direction to others as assigned.

South Orange County Community College District
Page 4 – College Grants Manager, (Specially Funded)

Ability to:

Train others in the tools and techniques of grant writing.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Work effectively with diverse individuals and groups including, but not limited to, race, ethnicity, physical ability, religion and sexual orientation.

Work independently with little direction in a multi-project, fast-paced environment while meeting concurrent deadlines.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also visits educational sites and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit educational sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Finalized by Marlys Grodt and Associated, September 3, 2015
Approved by the Board of Trustees,

ATTACHMENT 2

South Orange County Community College District

DIRECTOR OF FISCAL AND CONTRACT SERVICES, (SPECIALLY FUNDED) – JC #, Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 16

DEFINITION

To provide leadership and plan, organize, coordinate, direct and control the financial programs, services and activities assigned to the College Grants, Contracts & Fiscal Services Office, including budget development and administration and other authorized fiscal services; assist in the development of the annual College restricted and unrestricted budgets, including local income, grants, and categorical funds; work with District services and other College personnel to develop, revise or update policies, procedures and programs relating to College contract and fiscal requirements; coordinate assigned activities with the District and other divisions and departments; provide complex forecasts, advice, assistance and information to the College Vice President of Administrative Services and other College administrators, regarding budget, contract and finance matters; monitor programs to ensure that they are operating within the appropriate fiscal parameters and remain in compliance with District, local, State and/or federal requirements; and monitor to ensure timely and accurate completion and submission of all College financial reports.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

DISTINGUISHING CHARACTERISTICS

This is a categorical position subject to the availability of special funding. The employee assigned to this classification will direct and manage the day-to-day operations and services of the Fiscal, Grants and Contracts Office at Saddleback College. As assigned, the incumbent will represent the College in financial, contract and budget software development and maintenance and provide accreditation leadership with regard to the development of the College's self-study related to human, physical, technology, and financial resources. Under the direction of the College Vice President of Administrative Services, the incumbent assigned to this classification may serve as a liaison between College personnel and SOCCCD Business Services regarding budget and other fiscal, grants and contract matters.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the College Vice President of Administrative Services or President's designee.

Exercises direct supervision over professional, technical, and clerical staff as assigned.

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

Plan, develop, organize, coordinate, direct and evaluate the fiscal programs, services, operations and activities of the College Grants, Contracts and Fiscal Services Office, involving College-wide fiscal and budgeting; ensure the timely and accurate maintenance of students' accounts, collect fees, fines and refunds; if assigned, manage the Veterans Office to ensure students receive their educational benefits from the federal government.

Prepare financial projections, financial analysis and reports for the College's Vice President of Administrative Services as assigned.

South Orange County Community College District
Page 2 – Director of Fiscal and Contract Services, (Specially Funded)

May serve in a College-wide leadership role on the Accreditation Steering Committee and chair the Standard III (Resources) Committee tasked with evaluating the college's compliance with ACCJC standards.

Ensure that all fiscal and budgeting work is performed according to established timelines and according to Title 5, Section 59011 of the California Code of Regulations and Board and District policies and procedures; ensure the timely and accurate maintenance of all College level budget and fiscal records and may include its ancillary organizations, such as Associated Student Government (ASG) and Foundation.

Approve a variety of purchasing and personnel-related requests authorized via District financial and HR software systems.

Compile and analyze data related to area of assignment; develop organizational structures and work processes that facilitate attainment of established program goals and objectives.

Work cooperatively with District Business Services departments and personnel on behalf of the College to develop, implement and maintain appropriate criteria, methods and procedures to optimize efficient and effective delivery of services related to assigned functions; monitor and evaluate operations and activities and take corrective actions as necessary.

Provide technical expertise, information and assistance to the College Vice President of Administrative Services and other administrators regarding assigned functions; assist in the formulation and development of policies, procedures and programs; develop and administer goals, objectives, policies and priorities for areas of assignment.

Provide technical expertise and guidance regarding areas of responsibility; research and resolve problems; ensure compliance with established procedures and improve operational functions.

Provide assistance to College management and staff in the development, preparation, maintenance and reporting of fiscal records, including accounting and budget records.

Prepare and keep current procedures relating to the fiscal, contract and grants operation of the College.

Provide regular training opportunities for new and existing staff employees in procedures relating to the fiscal, contract and grants operation of the College.

Train, supervise and evaluate the performance of assigned personnel; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work; interview and select employees and recommend transfers, reassignment, termination and disciplinary action.

Communicate with other District or College fiscal services personnel, College administrators and support personnel; coordinate with and through District personnel, and, as appropriate, with State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs and activities.

May represent the College on committees; provide leadership in strategic planning oversight on the Budget Development Committee; chair or serve on other committees, task forces and other work groups as assigned; provide technical expertise concerning the fiscal operations of the College.

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Page 3 – Director of Fiscal and Contract Services, (Specially Funded)

Ensure the timely and accurate preparation and submittal of a variety of statistical and narrative reports, proposals, recommendations and other materials, as needed or requested, including budget reports.

Prepare, administer and monitor annual budgets for area of assignment; prepare recommendations and justifications regarding budget requests; authorize expenditures according to District policies and applicable regulations.

Maintain current knowledge of changes, concepts, methods, requirements, regulations and policies for assigned programs, including computer programs and software enhancements.

Make oral presentations and conduct workshops to provide specialized information regarding the fiscal services of the College; assure the dissemination of information related to new or revised automated systems, requirements or regulations affecting fiscal operations and services.

Perform related duties as assigned.

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

An earned Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration or a closely-related field.

Experience:

At least five years of increasingly responsible experience in developing and administering complex and comprehensive budgets, grants, contracts and accounting programs for a large public agency, including at least two years in a supervisory capacity.

OTHER REQUIREMENTS:

Valid California driver's license.

Knowledge of:

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

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

District and College organization, operations and objectives.

Interpersonal skills including tact, patience and diplomacy.

Methods and techniques used in financial research and revenue forecasting.

Modern office practices, procedures, methods, and equipment.

Modern principles, practices, methods and techniques of finance administration involving accounting, budget development and administration.

Oral and written communication skills.

Organizational and management practices as applied to analysis and evaluation of assigned fiscal programs, policies and operational needs.

Principles and practices of mathematics, statistics and financial analysis.

South Orange County Community College District
Page 4 – Director of Fiscal and Contract Services, (Specially Funded)

Knowledge of:

Principles and practices of training, supervision and performance evaluation.
Principles of strategic planning and data driven decision making.
Principles of trust fund administration.

Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Assist in developing policies and procedures for areas of assignment.
Collect, compile and analyze data.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside the District.
Coordinate the development and administration of a community college budget.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.
Evaluate the financial stability of the College and prepare complex statistical and financial statements, reports and analyses.
Forecast current and future revenues and expenditures affecting the College's financial condition.
Interpret and analyze financial and budget data and draw logical conclusions.
Interpret, apply and explain applicable District policies and procedures and local, State and federal laws and regulations.
Learn the College and District organization, operations and policies.
Operate computer and applications software, including database management, spreadsheet, word processing and software related to area of assignment.
Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.
Plan and organize work.
Plan, develop, organize, coordinate, direct, monitor, control and evaluate assigned fiscal functions and services.
Prepare and administer budgets for assigned program areas.
Prepare complex and comprehensive financial summaries, statements, reports and analyses.
Prepare oral and written reports and recommendations.
Relate effectively to people of varied academic, cultural and socio-economic background, using tact, diplomacy and courtesy.
Select, train, lead, direct, supervise and evaluate the performance of assigned personnel.
Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
Work independently with minimum administrative direction.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

South Orange County Community College District
Page 5 – Director of Fiscal and Contract Services, (Specially Funded)

Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer terminal. Incumbents are subject to contact with administrators and other personnel, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

Incumbents regularly sit for long periods of time, walk short distances on a regular basis, travel to various locations to attend meetings and conduct work, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; see to read fine print and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 10 pounds.

Finalized by Marlys Grodt and Associated, September 7, 2015
Approved by the Board of Trustees,

ATTACHMENT 3

South Orange County Community College District

**NURSING PROGRAM ADMISSIONS AND RECORDS EVALUATOR, (SPECIALLY FUNDED) –
JC #, Classified Bargaining Unit Salary Schedule Range 127**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from assigned supervisory or management staff, performs a variety of advanced level technical duties in support of Admissions and Records program activities including evaluation of transcripts; encodes and maintains degree audit and transfer equivalency systems including related programs, tables, reports, and functions; performs other Admissions & Records Specialist and Senior Admission & Records Specialist duties as assigned; prepares a variety of records and reports; and responds to difficult questions and requests for information from students, staff, and the general public received by phone, e-mail, or in-person.

DISTINGUISHING CHARACTERISTICS

This classification is distinguished from similar classifications in that positions assigned to this class are specially funded through the Enrollment Growth and Retention Grant, not financed by District funds, and are therefore dependent on availability of this special funding. Primary duties are specifically related to evaluation of nursing program applications and related transcripts; however, duties related to other programs may be assigned as time permits.

This is an advanced journey level class in the Admissions and Records Specialist series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series including evaluating transcripts and encoding and maintaining the degree audit and transfer equivalency systems. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility and are required to maintain up to date knowledge of degree audit systems and best practices.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Provide customer service; address and provide solutions to customer problems and concerns; respond to questions and requests from students and the general public; serve as technical resource; provide information regarding admissions and records procedures and functions.
2. Analyze, translate, encode, review, and maintain all college program and course-specific requirements and policies for degrees, certificates, and certifications in the degree audit and transfer equivalency systems; utilize the full range of functions including audit reports, tables, rules, degree exceptions, source and target articulation and curriculum requirements, course conditions, sub-requirements, course substitutions, waivers, student information, certificates, transfers, and grade criteria; ensure degree audit and transfer equivalency systems are up-to-date and reflect changes.
3. Review, evaluate, and research incoming transfer records and transcripts/documents from other institutions; audit records including to interpret, equate equivalencies, and determine course content for degrees and patterns to ensure compliance with articulation Title 5 specifications; enter data into the college's degree audit and transfer equivalency systems as needed.

South Orange County Community College District
Page 2 – Nursing Program Admissions and Records Evaluator, (Specially Funded)

4. Evaluate student academic records for compliance with eligibility for transfer credit to the appropriate CSU and/or UC system including certification requirements that may be fulfilled by completing general education certification pattern or Intersegmental General Education Transfer Curriculum (IGETC) transfer pattern in alignment with articulation agreements.
5. Evaluate student academic records in compliance with District policy and the state education code with respect to Title 5 for students seeking Associate Degrees, Certificates of Achievement, Certificates of Competency, and other degrees/certificates.
6. Review waiver/substitution petition forms for course accuracy and compliance with board policies of curriculum; receive and process petitions for evaluation for –career technical certification; screen applications and send acceptance or denial correspondence.
7. Evaluate nursing applications for entrance into nursing program; ensure compliance with state board mandates, college curriculum, and documentation assessment; coordinate and maintain communications with Board of Registered Nursing regarding updates and changes of policies.
8. Interpret, advise, and assist faculty, administrators, and students in the evaluation of proper courses required for graduation, general education, I career technical certificates, certificate of competency, registered nursing program, occupational skills awards, and other programs offered; provide assistance in other evaluation–related issues including course content, equivalencies, course requirements, and course substitutions.
9. Verify eligibility and credit attained for classes completed by exam or advanced placement.
10. Advise students and faculty of course waivers or substitutions; advise counselors regarding student records; problem solve with counselors as requested in analyzing degree audit records and transfer equivalencies; make appropriate recommendations including plan of corrective action.
11. Work with appropriate constituents, including counselors, students, and faculty, to analyze, interpret, apply, and explain appropriate rules and requirements for program completion and transfer credit as encoded in the degree audit and transfer equivalency systems; implement program specifications using proper syntax to build rules, requirements for programs, certificates and degrees offered by the colleges.
12. Advise faculty, administrators, and counselors from other colleges and universities outside of the District and/or state regarding course transfers and acceptability including course equivalencies and course content requirements; respond to inquiries from four-year colleges regarding evaluation of transfer requirements and articulated courses.
13. Research applicability of courses from private, independent, in-state, and out-of-state colleges and universities to ensure state and local requirements are met; research appropriate transfer courses for CSU GEC, UC IGETC, and CSU IGETC certification from other institutions; research and document the accreditation for colleges/universities.
14. Act as liaison to other departments and staff regarding degree audit and transfer equivalency systems; conduct workshops for users; develop and provide training and documentation to users on proper and efficient degree audit and transfer equivalency systems operations; assist users in resolving online/web data output.
15. Maintain appropriate documentation and records; identify, collect, and assemble source documents from appropriate college offices or units; enter information into appropriate database.
16. Analyze illegal repeat report; recommend student to be dropped from classes.
17. Test degree audit and transfer equivalency encoding for quality control purposes; test control of input and output documents; identify and correct encoding errors in degree audit and transfer equivalency configurations; determine degree audit and transfer equivalency data communication problem sources and resolve them effectively; perform complex degree audit analysis, process mapping, training and documentation for the degree audit program; identify, code, test, troubleshoot and maintain the Degree Audit program; review results with faculty and staff.
18. Compute statistical data; initiate queries and generate reports, lists, and documents; run batch audits as needed.

South Orange County Community College District
Page 3 – Nursing Program Admissions and Records Evaluator, (Specially Funded)

19. Prepare procedural manuals; update procedural manual with changes made to programs and new office requirements; provide recommendations for changes in operations and procedures.
20. Attend and participate in pertinent college meetings and committees.
21. Maintain awareness of new trends and developments in the field; attend product user conferences and workshops; incorporate new developments as appropriate.
22. Perform a full range of Admissions and Records Specialist and Senior Admissions & Records Specialist duties and responsibilities as required in support of office operations and activities.
23. Interview, recommend the hiring of, train and supervise staff and student assistants.
24. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of an Admissions and Records program area.
Pertinent federal, state, and local laws, codes, and regulations including applicable sections of the state education code.
District policies and requirements regarding admissions and records, transcript evaluation, transfer of credit units, appeal resolution, and general evaluation and transfer requirements.
Requirements for CSU and IGETC CSU/UC certification requirements.
Computerized data collection, management, manipulation, analysis, and reporting.
Techniques of testing and troubleshooting a data system.
Articulation of course work.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Business letter writing and basic report preparation.
Principles and practices used to establish and maintain files and information retrieval systems.
Principles and techniques used in providing customer service to a diverse population.
Basic mathematical concepts.
Principles of lead supervision and training.
English usage, grammar, spelling, punctuation, and vocabulary.

Ability to:

Understand the organization and operation of the assigned Admissions and Records functional area as necessary to assume assigned responsibilities.
Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, and ordinances.
Independently perform the most difficult specialized office support, clerical, and technical duties and activities of a general and specialized nature in support of the assigned Admissions and Records functions.
Lead, organize, and review the work of assigned staff.
Understand the transfer articulation process and student academic data in relation to degree audit and transfer equivalency systems.
Analyze system processes and procedures and make recommendations to increase efficiencies.
Write reports and effectively communicate with technical and functional users.
Independently encode, test, and troubleshoot programs in degree audit and transfer equivalency systems.
Effectively write user guides and present content to system users.
Understand and use system tools and encoding languages.
Adapt to changing technologies and learn functionality of new equipment and systems.
Research and evaluate information.

South Orange County Community College District
Page 4 – Nursing Program Admissions and Records Evaluator, (Specially Funded)

Knowledge of:

Analyze data and draw sound conclusions.
Analyze problems and identify alternative solutions.
Exercise initiative and sound judgment in solving difficult and complex administrative and technical problems within established procedural guidelines.
Develop recommendations for problematic areas and implement and monitor changes.
Respond to requests and inquiries from students, staff, or the general public; effectively present information in person or on the telephone to students, staff, or the public.
Resolve conflicts and deal effectively with difficult people.
Use sound judgment in recognizing scope of authority.
Type or enter data at a speed necessary for successful job performance.
Exercise good judgment in maintaining information, records, and reports.
Plan and organize work to meet schedules and changing deadlines.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE GUIDELINES - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

Equivalent to the completion of two years of College level course work in business administration, computer information, or other related field; a Bachelor's degree or additional related experience is desirable.

Experience:

Three years of increasingly responsible technical experience related to admissions and records functions that includes two years of increasingly responsible experience related to the admissions functions and that demonstrates technical ability using application software tools to analyze information; experience with web-based applications highly desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with students, academic and classified staff, and others. At least minimal environmental controls are in place to assure health and comfort.

South Orange County Community College District
Page 5 – Nursing Program Admissions and Records Evaluator, (Specially Funded)

Physical:

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Prepared by: Forsberg Consulting Services, September 14, 2015
Approved by Board of Trustees,

ATTACHMENT 4

South Orange County Community College District

PSYCHOLOGICAL HEALTH SERVICES SUPERVISOR – JC #, Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 17

DEFINITION

To provide short-term, brief, solution-focused therapy services for students; serve as a college resource on issues of mental health, participate in forums, serve on committees or other college bodies and act as a team member when representing the College and serving as a referral resource in the local mental health community; supervise the part-time clinical psychologists and intern-training program which provides services to students through self-referral, health center referral, or through referral by general counseling or instructional faculty or College staff; plan, oversee and coordinate individual, group, classroom and community mental health programs and mental health promotion or illness prevention for the entire college community as needed; perform assigned work according to District policies and applicable State and federal regulations.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

DISTINGUISHING CHARACTERISTICS

Psychological Health Services within the Student Health Center are targeted to help students cope with stressors or diagnoses. The Psychological Health Services Supervisor assists in overseeing and furthering the growth of students and supports advancement of the vision, mission, and values of Saddleback College. This position is funded through the Student Health Center.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative leadership and general guidance from the Director of Student Health Center or the President's designee.

Exercises functional and technical supervision over clinical psychology students, marriage and family therapist (MFT) interns, social workers, pre- and post-practicum students in clinical therapy and others as assigned.

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

Serve as supervisor of the part-time clinical psychologists and intern-training program; assist the Director of Student Health Center-SC with planning student health programs to respond to identified needs; assist in the implementation of new need-based programs, and monitoring of existing programs for effectiveness, applicability, and safety through ongoing quality improvement and program review activities; and assist with program review efforts.

Train, supervise and participate in the evaluation of the performance of assigned clinical psychology students, marriage and family therapist (MFT) interns, social workers, pre- and post-practicum students in clinical therapy, both in individual and group sessions; delegate and review assignments and projects; and establish and monitor timelines and prioritize work; consult with management on personnel needs; assist with position announcements, recruitment, and screening/interviewing committees.

South Orange County Community College District
Page 2 – Psychological Health Services Supervisor

Assist college administration, faculty and staff with non-crisis-related student issues when behaviors disrupt the classroom or indicate the student is psychologically impacted; assess the psychological needs of students and develop an appropriate plan of intervention.

Educate students and staff about the maintenance of psychological health and the minimization of emotional stress;

provide referrals to student for college and community support services to resolve psychosocial stressors; refer students, employees or visitors to appropriate internal and/or external healthcare providers as necessary; and consult with laboratory, pharmaceutical, medical supply, and medical services representatives as needed.

Deal effectively and rapidly with students in psychological crisis and act as a consultant to instructional faculty and staff when confronted with such crises; provide brief, solution-focused psychological services to students and assist student in problem resolution, crisis intervention, assessment, planning, and implementation of his/her immediate and long-term clinical goals; work effectively with campus police and health center staff in a crisis setting.

In conjunction with the Director of Student Health Center-SC, serve as a resource and liaison for the college community on issues of mental health promotion and advocacy, including committee membership or staff/faculty presentations.

Serve on the Crisis Intervention Team (CIT) to assist in developing, facilitating, and evaluating intervention programs and health promotion and/or to problem solve disruptive, distressed, or threatening student issues.

Act as a member of the health center team and serve as a professional liaison between assigned college and the community; work collaboratively with the Director of Student Health Center, staff, faculty, and community partnerships within assigned college.

Serve on college committees as assigned and attend meetings as required; participate in advisory committee meetings as required.

Assist the Physician and nurses with mental health needs as applicable; follow professional protocols for licensed Clinical Psychologists as stipulated by the California Board of Psychology.

Maintain up-to-date knowledge related to clinical therapy, clinical supervision for interns and the role of clinical psychologists in the California Community College system.

Ensure confidentiality is maintained as stated by law; and maintain complete, official, confidential mental health records for the Student Health Center as required by District policy and administrative procedures and submit them in accordance with established procedures.

Assist the Director of Student Health Center-SC in establishing and maintaining regularly scheduled hours of operation.

Abide by departmental regulations concerning the proper use, care, and security of college equipment and District property; advise administration of unsafe conditions or potential hazards and recommend solutions.

Perform related duties as assigned.

South Orange County Community College District
Page 3 – Psychological Health Services Supervisor

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Doctorate Degree in Psychology (Psy.D.) from a U.S. Department of Education-recognized, accredited university.

Experience:

At least three (3) years of current clinical therapy experience, including successful experience supporting students of diverse academic, ethnic, socioeconomic, and cultural backgrounds, including students with disabilities and at least one year of experience in supervising or providing training and work direction to others.

Licenses or Other Requirements:

Current California licensure from the State of California Board of Psychology.

Current malpractice insurance.

Current CPR, first aid and automatic external defibrillation certification issued by an authorized agency.

Documentation of three hepatitis immunizations or immune titer.

Documentation of TB skin test within previous year.

Rubella titer or documentation of immunization.

Valid California driver's license.

Knowledge of:

Clinical records maintenance.

Clinical therapy methods with individuals, couples, and groups, preferably in a community college setting.

Correct English composition, grammar, spelling and vocabulary.

Crisis intervention and demonstrated, appropriate and effective crisis intervention skills and techniques.

Current guiding principles in psychological services in community college settings.

Current health issues, including, but not limited to, nutrition, stress management, reproductive health, mental health, substance abuse and recovery, and communicable diseases.

Drug and alcohol addiction/use and eating disorders.

Interpersonal skills including tact, patience and diplomacy.

Legal and ethical standards of licensed mental health professionals.

Local, State and federal laws and regulations related to student mental health counseling in community colleges.

Mental health promotion and advocacy techniques.

Operation of computer, peripherals and software programs, including student information systems, database management, spreadsheet, word processing and specialized software.

Oral and written communication skills.

Principles and practices of mental health counseling.

Principles and practices of training and supervision.

Public relations and public speaking techniques.

Report writing techniques.

Research methods in psychological counseling.

Strategies and methods to enhance psychological health of students.

Technical aspects of field of specialty.

South Orange County Community College District
Page 4 – Psychological Health Services Supervisor

Ability to:

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

Analyze situations accurately and adopt an effective course of action.

Assess the psychological needs of students and develop an appropriate plan of intervention.

Attend/participate in professional conferences, seminars, or meetings.

Collect, compile and analyze data.

Communicate clearly and concisely, orally, in writing and through electronic medium.

Communicate effectively with a diverse population within and outside of the District.

Develop professional skills and up-to-date subject matter knowledge.

Develop, implement and evaluate the delivery of mental healthcare services to students.

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

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

Follow professional protocols for licensed Clinical Psychologists as stipulated by the California Board of Psychology.

Learn college and District organization, operations and objectives quickly.

Maintain current knowledge of mental healthcare practices.

Maintain membership and contribute to professional organizations and/or community service.

Maintain records and prepare reports.

Maintain the security of confidential information and materials.

Meet schedules and timelines.

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

Operate office equipment such as digital telephone, calculator, copier and facsimile machine.

Participate in institutional research activities and grants as needed.

Plan, prioritize, schedule, organize and assign work.

Prepare oral and written reports and recommendations.

Provide appropriate emergency response and crisis intervention.

Provide emergency and crisis care intervention to students, employees and visitors and administer treatment as needed.

Read, interpret, apply and explain complex State and federal laws and other rules, regulations, policies and procedures related to assigned program.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Supervise and assist in the evaluation of clinical psychology students, marriage and family therapist (MFT) interns, social workers, pre- and post-practicum students and/or interns.

Understand and work within scope of authority.

Understand and work within the mission and philosophy of assigned college, South Orange County Community College District and the California Community College system.

Understand technical and medical terminology.

Work cooperatively with administrators, faculty, staff, and the community, including physicians, psychiatrists, and the available referral sources.

Work effectively and collaboratively in a multi-college environment, as well as within a system of community college districts.

Work effectively with high-risk, under-prepared, and special needs students.

Work effectively with others to achieve common goals including student recruitment and retention.

Work with designated computer programs and systems; maintain accurate records.

South Orange County Community College District
Page 5 – Psychological Health Services Supervisor

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Working Environment

Typically, duties are performed in the office of a community college student health center. An incumbent must walk or drive to respond to campus emergencies as needed; subject to possible exposure to communicable diseases and blood borne pathogens; frequently must travel to other campus locations to conduct work or attend meetings; occasionally must travel to other locations in the County, such as the Health Department or other community agencies.

Physical Demands

Must frequently sit for long periods; use hands and fingers to handle medical equipment, keyboard or other objects; reach with hands and arms. Must speak clearly and distinctly to ask questions and provide information; hear and understand voices over the telephone and in person; and respond quickly and effectively to campus emergencies. Must see and hear adequately to perform accurate physical assessments of students or others. Occasionally must lift injured, ill or disabled students.

Finalized by Marlys Grodt and Associated, July 7, 2015
Approved by the Board of Trustees,

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: 2015-2016 Full-Time Faculty Hiring Amendment –
Saddleback College

ACTION: Approval

BACKGROUND

The hiring of qualified full-time faculty is a priority in advancing the missions of Irvine Valley College (IVC) and Saddleback College (SC). Saddleback College is the sole provider of paramedic training for Orange County. To preserve the quality of the Paramedic program, SC requests the hire of one (1) full-time faculty position of Paramedic Instructor due to retirement of a paramedic program faculty member effective December 31, 2015.

The Board previously approved the 2015-2016 full-time faculty hiring agenda item on October 27, 2014.

STATUS

The college president has reviewed the faculty hiring priority recommendations and has submitted to the Chancellor his recommendation to amend the 2015-2016 full-time faculty hiring list to include one (1) replacement position for Paramedic Instructor as shown in red on Exhibit A, to be hired for Spring 2016.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the amended 2015-2016 full-time faculty hiring list for SC to include the paramedic faculty replacement position on Exhibit A.

Saddleback College
Tenure Track Hiring Authorization
2015-2016 Academic Year

Division/School	Academic Discipline	Vacant/New Position
Counseling Services	Counselor (Generalist and Articulation)	Vacant
Health Science & Human Services	Health Information Technology	New
Math, Science & Engineering	Biology	New
Math, Science & Engineering	Chemistry	New
Math, Science & Engineering	Mathematics	New
Transfer, Career & Special Programs	EOPS Counselor	New
Counseling Services	Counselor (Generalist)	Vacant
Advanced Technology & Applied Science	Culinary Arts	New
Math, Science & Engineering	Mathematics	New
Liberal Arts	Humanities	New
Social & Behavioral Sciences	Gerontology/Sociology	New
Liberal Arts	English Composition	Vacant
Advanced Technology & Applied Science	Environmental Studies	Vacant
Counseling Services	Counselor (Generalist)	Vacant
Business Science & Econ. Workforce Dev.	Accounting	Vacant
Liberal Arts	English as a Second Language	Vacant
Counseling Services	Counselor (Generalist)	New
Math, Science & Engineering	Biology	New
Advanced Technology & Applied Science	Graphic Design	New
Math, Science & Engineering	Chemistry	New
Social & Behavioral Sciences	Psychology	Vacant
Counseling Services	Counselor (Generalist)	New
Liberal Arts	English Composition	New
Liberal Arts	English as a Second Language	New
Health Science and Human Services	Paramedic Instructor	Replacement

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

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

ACTION: Information

BACKGROUND

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

STATUS

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

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

**Irvine Valley College
Foundation**

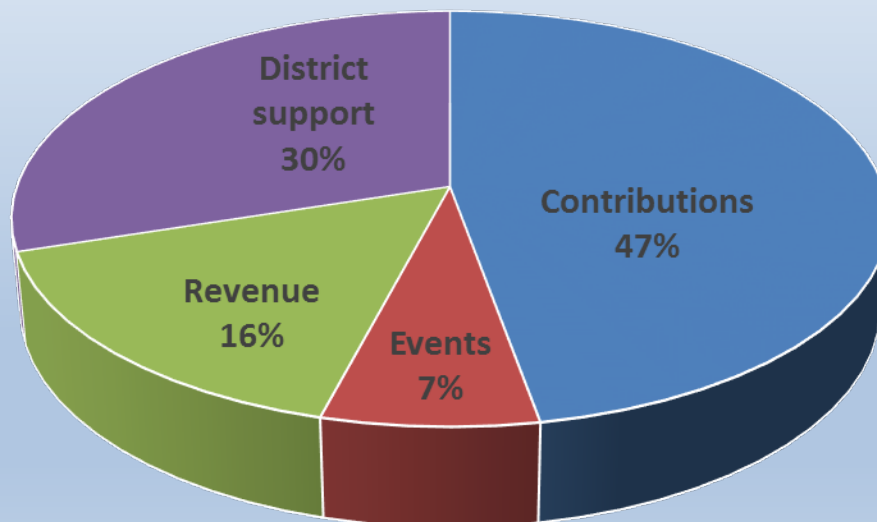
**Saddleback College
Foundation**

**Annual Report of the Foundations to the
Board of Trustees**

**South Orange County Community College District
September 28, 2015**

FY 2014-2015 Income

Contributions	\$ 682,449
Events	\$ 100,188
Revenue	\$ 230,685
District support	\$ 433,428
Total	\$1,446,750



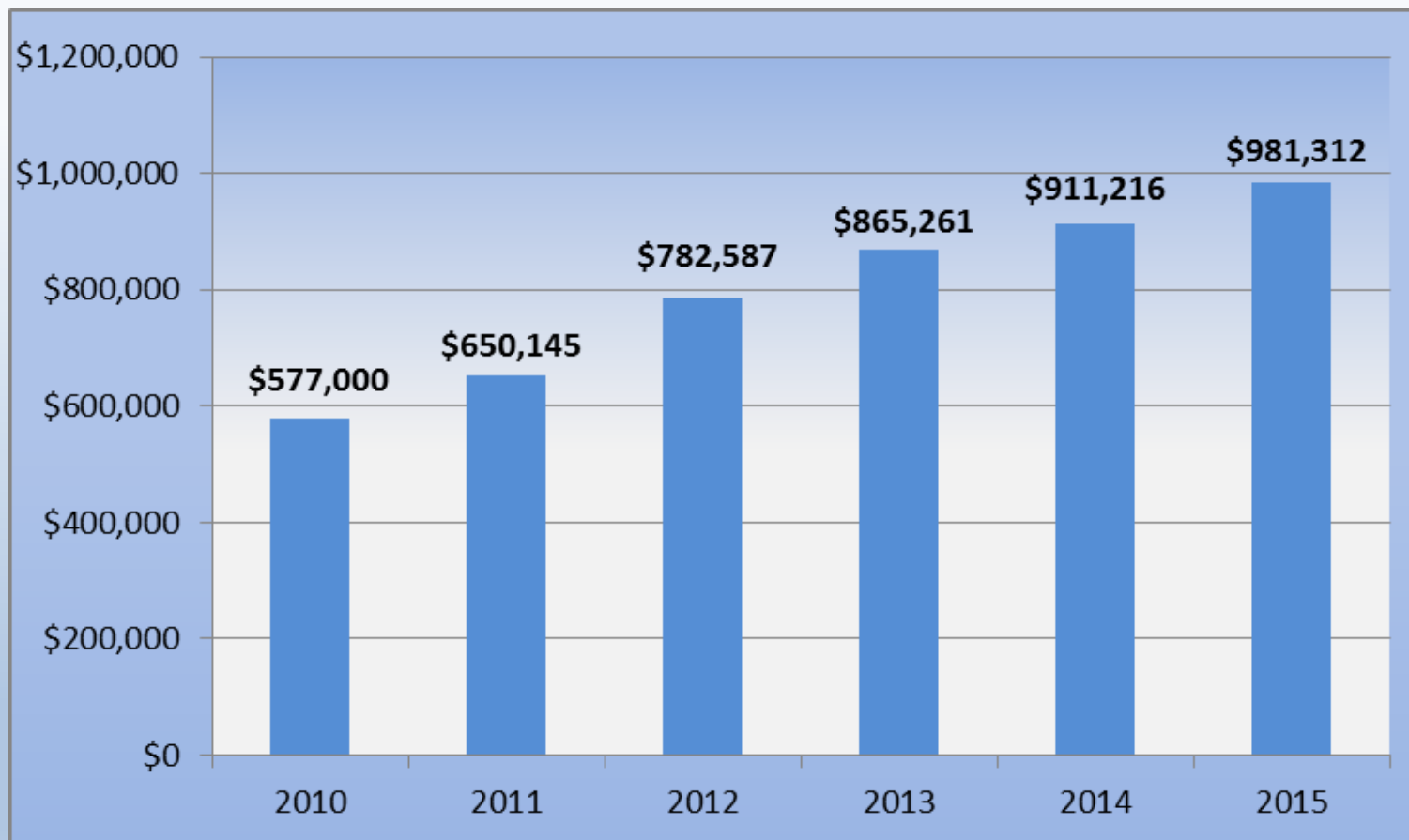
Financial Position

Support and Revenue	
Contributions	\$682,449
Events	\$100,188
Revenue	\$230,685
District support	\$433,428
Total	\$1,446,750
Expenses	
Program Support to IVC	\$981,312
General and Administrative	\$238,483
Fundraising	\$63,011
Total	\$1,282,806
Change in net assets	\$163,944
Net Assets	
Beginning July 1	\$2,091,338
Ending June 30, 2015	\$2,255,282
Includes Investments of \$1,729,137	

Income FY 2014-2015

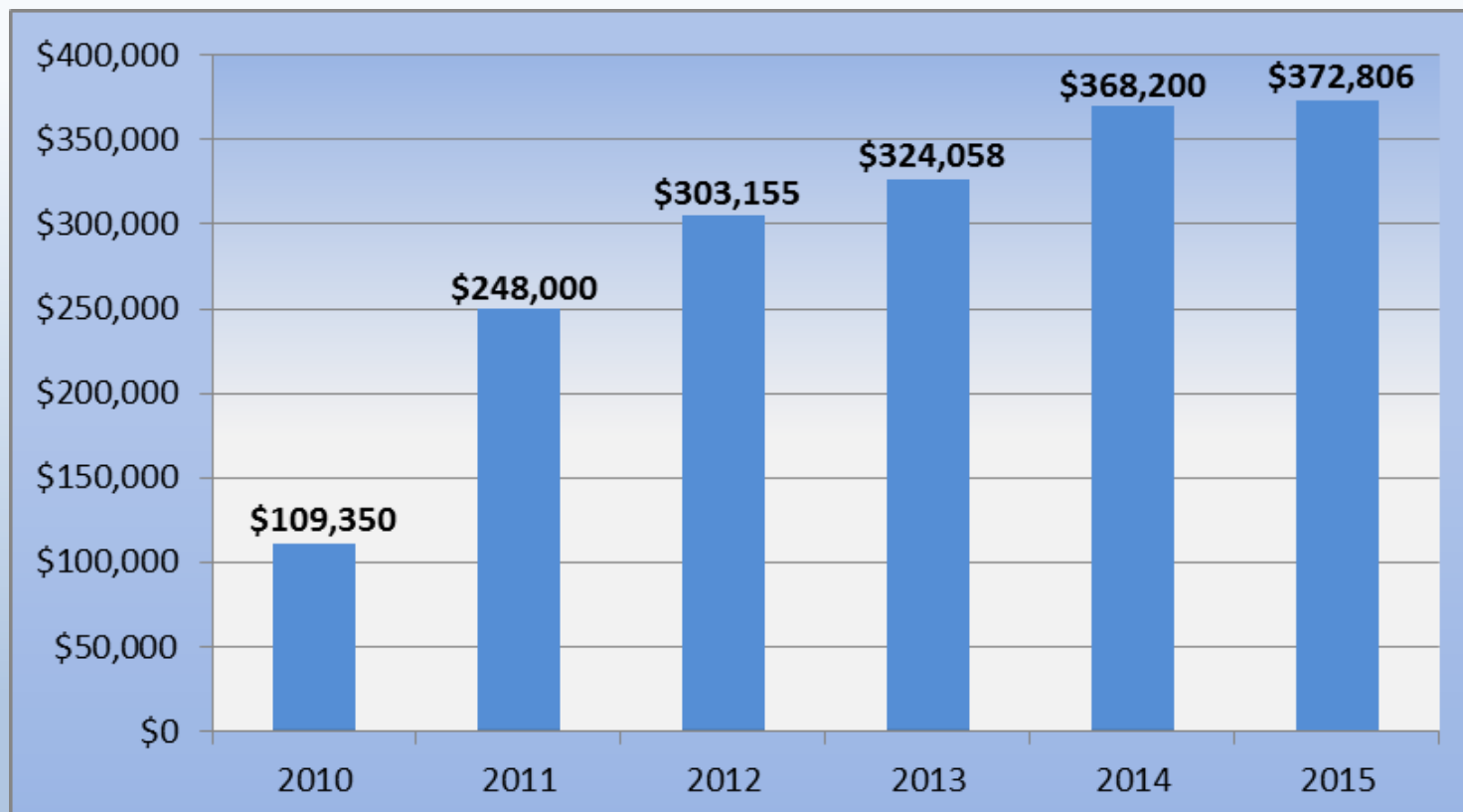
Expenses FY 2014-2015

Program Support



Program Growth

Scholarship Support

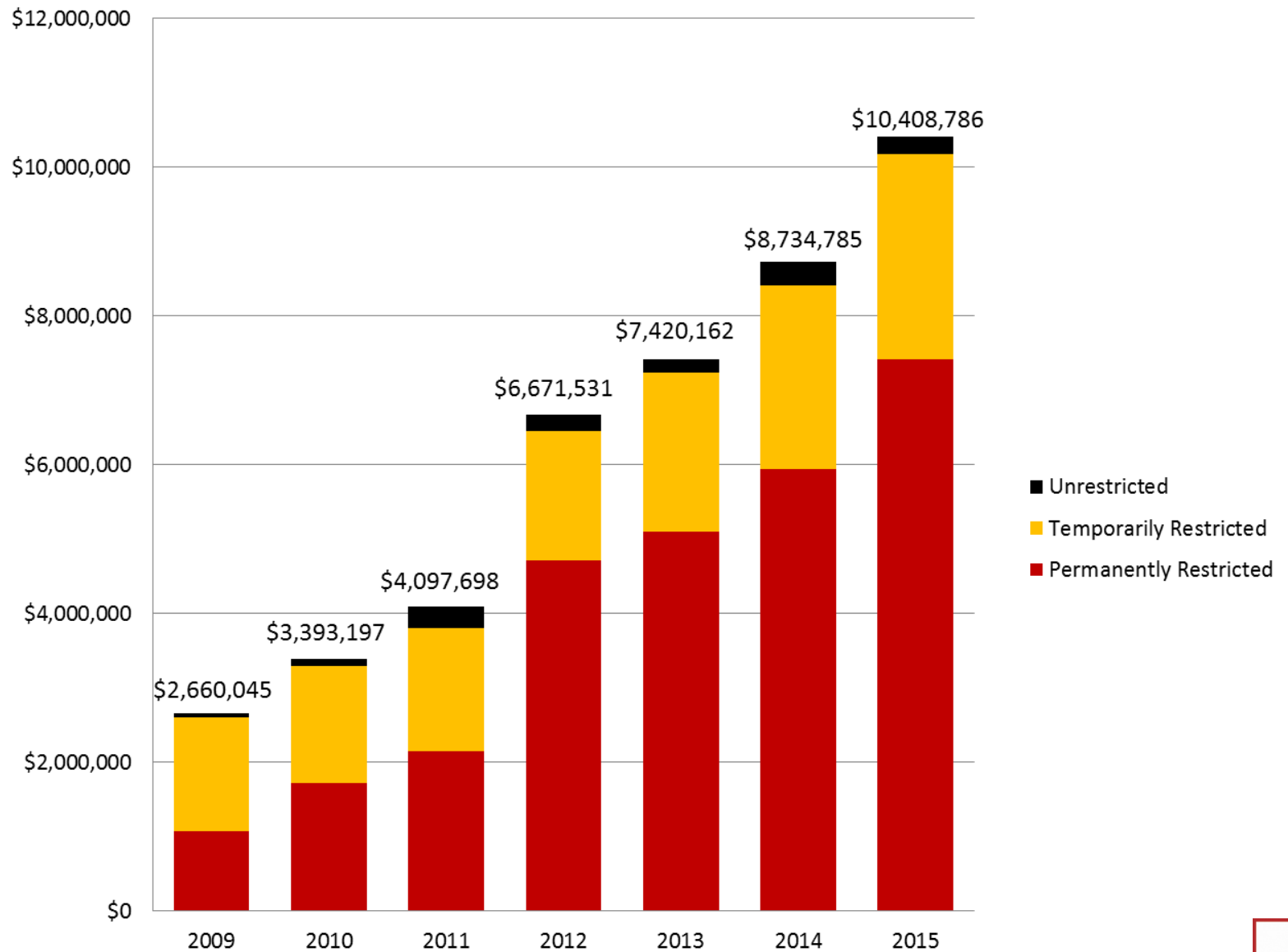


Scholarship Growth

Significant Accomplishments

- **Significant revenue:**
 - \$100,000 from City of Irvine for scholarships and summer college (\$300,000 total over 3 years)
 - \$25,000 Edison STEM scholarships and summer bridge
 - \$34,500 from the Assistance League of Irvine to support scholarships
- **PRO IVC participants raised nearly \$270,000**
- **The Foundation Awards Dinner sold out and raised over \$85,000**
- **Added 11 board members, many of them serving for the first time**
- **A record breaking 200 students, donors and family members attended the scholarship reception.**

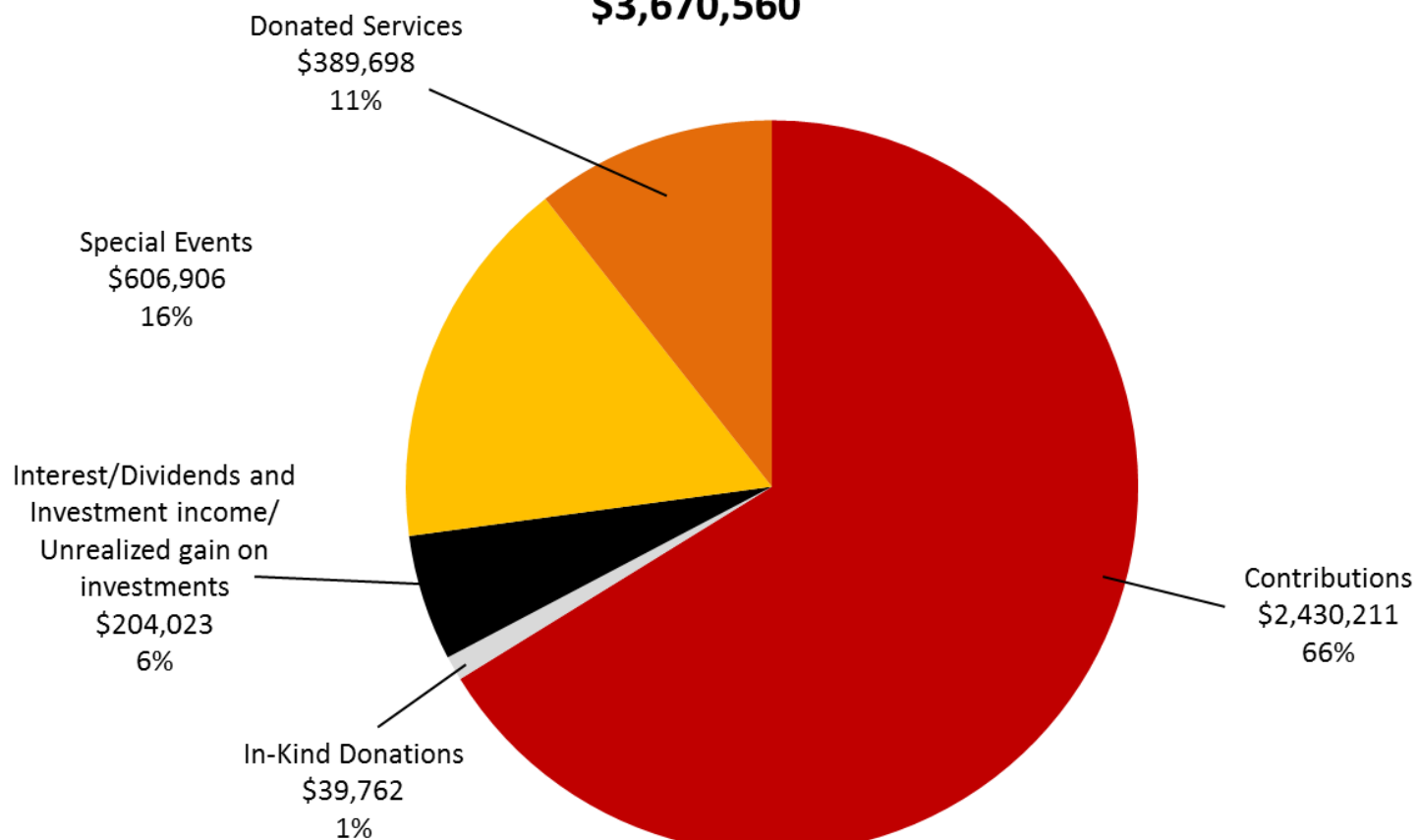
Net Assets 2009 - 2015



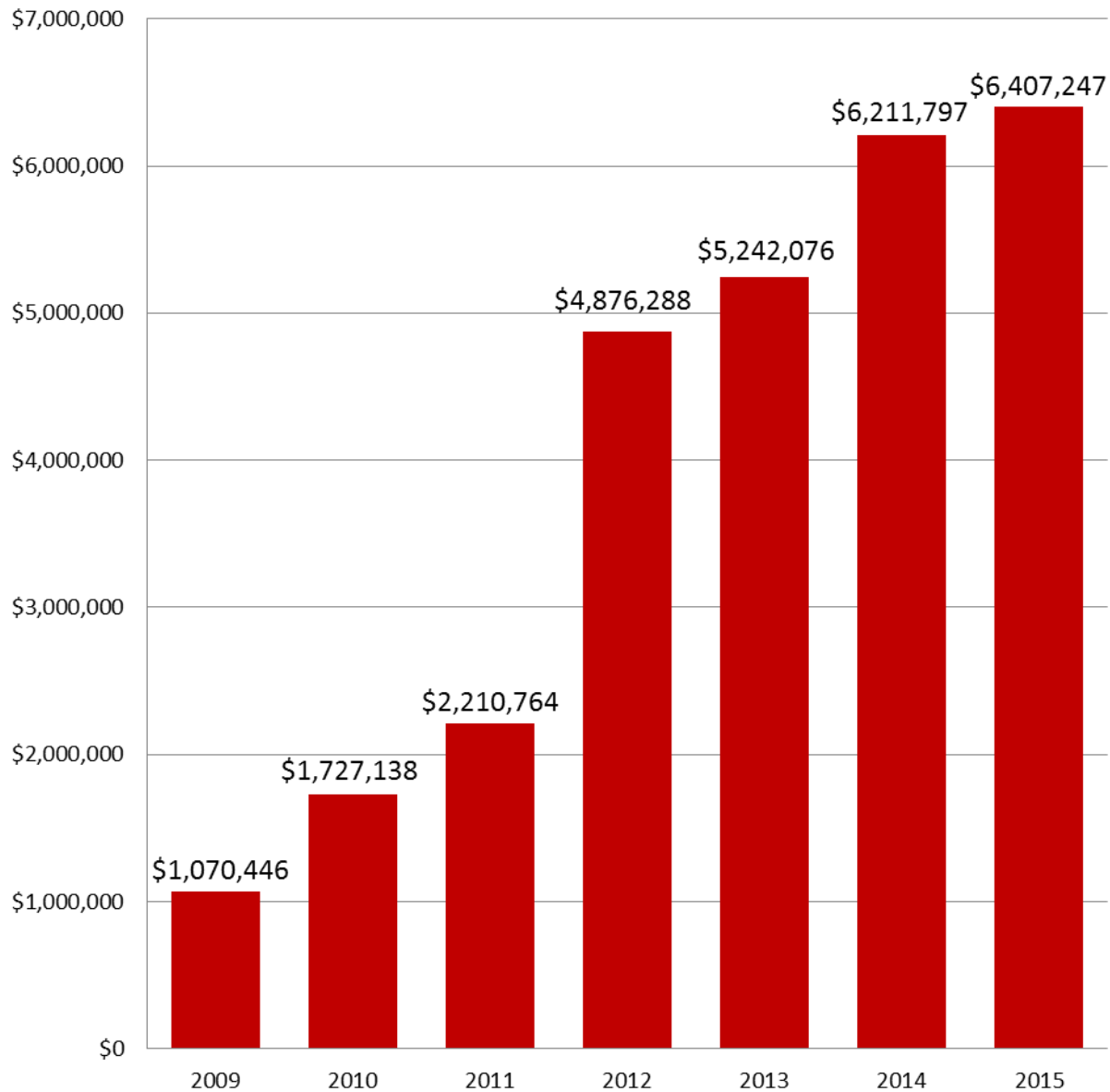
*Amounts represent unaudited numbers and are based on the standards set by CASE (Council for Advancement and Support of Education)

Revenue and Gifts In-Kind 2014 - 2015

\$3,670,560



Endowments 2009-2015



Amounts represented are unaudited.

Saddleback College Foundation

Statement of Activities

Fiscal Year 2014-2015

Income

Contributions		2,430,211
In-Kind donations		39,762
Special Events		606,906
Investment income		204,023
District support		389,698
Total Income		<u>3,670,600</u>

Expenses

Fundraising expenses		418,511
General and Administrative		190,294
<i>Program Support for College:</i>		
Scholarships	732,950	
Other program support	<u>1,170,206</u>	1,903,156
Total Expenses		<u>2,511,961</u>

Change in Net Assets

1,158,639

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

FY 2014-2015 Significant Accomplishments

- Total contributions up 31%
- Total assets up 16%
- Scholarship awards up 1.6% to \$732,950
- Number of students receiving scholarships up 11%, or 44 more students for a total of 449
- Endowments grew \$195,450, including 12 new endowments
- Gala attendance up 9%, from 460 paid in 2014 to 506 in 2015.
- Sue and Bill Gross \$250,000 to the Gross Scholars program
- Jane E. Clark's estate gift of her IRA, valued at \$1.2 million, will be split between Nursing and the Emeritus Institute
- Gary Damsker committed \$250,000 of his estate to the Saddleback foundation
- Jason Schmid, "Mr. Saddleback" former Gaucho quarterback and owner of JT Schmid's, is Alumnus of the Year
- The new foundation president is Michael S. Hamilton
- The foundation added new Board of Governors M. Mahboob Akhter, John Quinlan, Dr. Jeanne Harris Caldwell and Dr. Morgan Barrows.



Thank You

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



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Administrative Staffing Levels at the District

ACTION: Information

BACKGROUND

At the June 22, 2015 Board of Trustees Meeting, board members requested a number of reports regarding several of the issues that were raised during the District-wide Board of Trustees Listening Sessions as well as during the Board's Self-Evaluation Retreat. Included in their request was information on administrative levels at Saddleback College, Irvine Valley College and District Services in comparison to similar multi-college districts.

There are several different categories of employees hired within the District. The California Community College Chancellor's Office defines four broad employee categories: Educational Administrators; Academic Tenure/Tenure Track; Academic Temporary; and Classified.

STATUS

Exhibit A lists data obtained from the California Community College Chancellor Office's comparing the proportion of educational administrators at South Orange County Community College District (SOCCCD) to the proportion of educational administrators at the other twenty-six (26) multi-campus districts. Educational administrators at multi-campus districts account for between 1.53% and 5.71% of each district's total employee count. Statewide, educational administrators make up 2.37% of the total employee count, with a median of 2.24%. At SOCCCD, educational administrators make up 1.99% of the total employee count, which is the eighth lowest percentage in the state of California.

California Community Colleges Chancellor's Office
Faculty & Staff Demographics Report

		Fall 2014 Employee Employee Count	Fall 2014 Employee Employee Count (%)
Allan Hancock CCD Total		874	
	Educational Administrator	13	1.49%
	Academic, Tenured/Tenure Track	136	15.56%
	Academic, Temporary	462	52.86%
	Classified	263	30.09%
Antelope CCD Total		854	0.98%
	Educational Administrator	21	2.46%
	Academic, Tenured/Tenure Track	173	20.26%
	Academic, Temporary	420	49.18%
	Classified	240	28.10%
Barstow CCD Total		225	0.26%
	Educational Administrator	8	3.56%
	Academic, Tenured/Tenure Track	38	16.89%
	Academic, Temporary	114	50.67%
	Classified	65	28.89%
Butte CCD Total		1,045	1.20%
	Educational Administrator	18	1.72%
	Academic, Tenured/Tenure Track	166	15.89%
	Academic, Temporary	542	51.87%
	Classified	319	30.53%
Cabrillo CCD Total		814	0.94%
	Educational Administrator	15	1.84%
	Academic, Tenured/Tenure Track	180	22.11%
	Academic, Temporary	378	46.44%
	Classified	241	29.61%
Cerritos CCD Total		1,184	1.36%
	Educational Administrator	24	2.03%
	Academic, Tenured/Tenure Track	264	22.30%
	Academic, Temporary	569	48.06%
	Classified	327	27.62%
Chabot-Las Positas CCD Total		1,233	1.42%
	Educational Administrator	19	1.54%
	Academic, Tenured/Tenure Track	262	21.25%
	Academic, Temporary	608	49.31%
	Classified	344	27.90%
Chaffey CCD Total		1,191	1.37%
	Educational Administrator	18	1.51%
	Academic, Tenured/Tenure Track	202	16.96%
	Academic, Temporary	684	57.43%

	Classified	287	24.10%
Citrus CCD Total		794	
	Educational Administrator	17	2.14%
	Academic, Tenured/Tenure Track	153	19.27%
	Academic, Temporary	355	44.71%
	Classified	269	33.88%
Coast CCD Total		2,276	
	Educational Administrator	51	2.24%
	Academic, Tenured/Tenure Track	415	18.23%
	Academic, Temporary	1,042	45.78%
	Classified	768	33.74%
Compton CCD Total		407	0.47%
	Educational Administrator	10	
	Academic, Tenured/Tenure Track	96	23.59%
	Academic, Temporary	185	45.45%
	Classified	116	28.50%
Contra Costa CCD Total		2,042	
	Educational Administrator	50	2.45%
	Academic, Tenured/Tenure Track	393	19.25%
	Academic, Temporary	1,121	54.90%
	Classified	478	23.41%
Copper Mountain Total		203	
	Educational Administrator	9	4.43%
	Academic, Tenured/Tenure Track	35	17.24%
	Academic, Temporary	100	49.26%
	Classified	59	29.06%
Desert CCD Total		717	
	Educational Administrator	15	2.09%
	Academic, Tenured/Tenure Track	105	14.64%
	Academic, Temporary	373	52.02%
	Classified	224	31.24%
El Camino CCD Total		1,384	
	Educational Administrator	27	1.95%
	Academic, Tenured/Tenure Track	331	23.92%
	Academic, Temporary	585	42.27%
	Classified	441	31.86%
Feather River CCD Total		173	
	Educational Administrator	3	1.73%
	Academic, Tenured/Tenure Track	24	13.87%
	Academic, Temporary	68	39.31%
	Classified	78	45.09%
Foothill CCD Total		1,961	
	Educational Administrator	63	3.21%
	Academic, Tenured/Tenure Track	450	22.95%
	Academic, Temporary	896	45.69%

	Classified	552	28.15%
Gavilan CCD Total		436	
	Educational Administrator	10	2.29%
	Academic, Tenured/Tenure Track	70	16.06%
	Academic, Temporary	229	52.52%
	Classified	127	29.13%
Glendale CCD Total		1,165	
	Educational Administrator	27	2.32%
	Academic, Tenured/Tenure Track	218	18.71%
	Academic, Temporary	602	51.67%
	Classified	318	27.30%
Grossmont CCD Total		1,637	
	Educational Administrator	38	2.32%
	Academic, Tenured/Tenure Track	281	17.17%
	Academic, Temporary	905	55.28%
	Classified	413	25.23%
Hartnell CCD Total		537	0.62%
	Educational Administrator	12	2.23%
	Academic, Tenured/Tenure Track	94	17.50%
	Academic, Temporary	249	46.37%
	Classified	182	33.89%
Imperial CCD Total		456	
	Educational Administrator	11	2.41%
	Academic, Tenured/Tenure Track	122	26.75%
	Academic, Temporary	185	40.57%
	Classified	138	30.26%
Kern CCD Total		1,327	
	Educational Administrator	30	2.26%
	Academic, Tenured/Tenure Track	360	27.13%
	Academic, Temporary	458	34.51%
	Classified	479	36.10%
Lake Tahoe CCD Total		234	
	Educational Administrator	2	0.85%
	Academic, Tenured/Tenure Track	39	16.67%
	Academic, Temporary	121	51.71%
	Classified	72	30.77%
Lassen CCD Total		188	
	Educational Administrator	6	3.19%
	Academic, Tenured/Tenure Track	33	17.55%
	Academic, Temporary	76	40.43%
	Classified	73	38.83%
Long Beach CCD Total		1,550	
	Educational Administrator	24	1.55%
	Academic, Tenured/Tenure Track	314	20.26%
	Academic, Temporary	710	45.81%

	Classified	502	32.39%
Los Angeles CCD Total		6,819	
	Educational Administrator	113	1.66%
	Academic, Tenured/Tenure Track	1,074	15.75%
	Academic, Temporary	3,519	51.61%
	Classified	2,113	30.99%
Los Rios CCD Total		3,608	4.15%
	Educational Administrator	74	
	Academic, Tenured/Tenure Track	948	26.27%
	Academic, Temporary	1,489	41.27%
	Classified	1,097	30.40%
Marin CCD Total		528	
	Educational Administrator	19	3.60%
	Academic, Tenured/Tenure Track	121	22.92%
	Academic, Temporary	204	38.64%
	Classified	184	34.85%
Mendocino CCD Total		402	
	Educational Administrator	9	2.24%
	Academic, Tenured/Tenure Track	48	11.94%
	Academic, Temporary	259	64.43%
	Classified	86	21.39%
Merced CCD Total		805	
	Educational Administrator	25	3.11%
	Academic, Tenured/Tenure Track	171	21.24%
	Academic, Temporary	334	41.49%
	Classified	275	34.16%
MiraCosta CCD Total		1,033	
	Educational Administrator	15	1.45%
	Academic, Tenured/Tenure Track	175	16.94%
	Academic, Temporary	547	52.95%
	Classified	296	28.65%
Monterey CCD Total		566	
	Educational Administrator	6	1.06%
	Academic, Tenured/Tenure Track	109	19.26%
	Academic, Temporary	266	47.00%
	Classified	185	32.69%
Mt. San Antonio CCD Total		1,895	
	Educational Administrator	35	1.85%
	Academic, Tenured/Tenure Track	379	20.00%
	Academic, Temporary	879	46.39%
	Classified	602	31.77%
Mt. San Jacinto CCD Total		1,016	
	Educational Administrator	13	1.28%
	Academic, Tenured/Tenure Track	123	12.11%
	Academic, Temporary	587	57.78%

	Classified	293	28.84%
Napa CCD Total		540	
	Educational Administrator	18	3.33%
	Academic, Tenured/Tenure Track	94	17.41%
	Academic, Temporary	265	49.07%
	Classified	163	30.19%
North Orange CCD Total		2,623	
	Educational Administrator	44	1.68%
	Academic, Tenured/Tenure Track	502	19.14%
	Academic, Temporary	1,448	55.20%
	Classified	629	23.98%
Ohlone CCD Total		692	
	Educational Administrator	14	2.02%
	Academic, Tenured/Tenure Track	111	16.04%
	Academic, Temporary	377	54.48%
	Classified	190	27.46%
Palo Verde CCD Total		144	
	Educational Administrator	6	4.17%
	Academic, Tenured/Tenure Track	33	22.92%
	Academic, Temporary	55	38.19%
	Classified	50	34.72%
Palomar CCD Total		1,622	
	Educational Administrator	22	1.36%
	Academic, Tenured/Tenure Track	265	16.34%
	Academic, Temporary	902	55.61%
	Classified	433	26.70%
Pasadena CCD Total		1,440	
	Educational Administrator	18	1.25%
	Academic, Tenured/Tenure Track	360	25.00%
	Academic, Temporary	715	49.65%
	Classified	347	24.10%
Peralta CCD Total		1,491	
	Educational Administrator	68	4.56%
	Academic, Tenured/Tenure Track	308	20.66%
	Academic, Temporary	766	51.37%
	Classified	349	23.41%
Rancho Santiago CCD Total		1,941	
	Educational Administrator	48	2.47%
	Academic, Tenured/Tenure Track	321	16.54%
	Academic, Temporary	955	49.20%
	Classified	617	31.79%
Redwoods CCD Total		443	
	Educational Administrator	11	2.48%
	Academic, Tenured/Tenure Track	71	16.03%
	Academic, Temporary	193	43.57%

	Classified	168	37.92%
Rio Hondo CCD Total		840	
	Educational Administrator	20	2.38%
	Academic, Tenured/Tenure Track	177	21.07%
	Academic, Temporary	369	43.93%
	Classified	274	32.62%
Riverside CCD Total		1,900	
	Educational Administrator	49	2.58%
	Academic, Tenured/Tenure Track	349	18.37%
	Academic, Temporary	897	47.21%
	Classified	605	31.84%
San Bernardino CCD Total		1,227	
	Educational Administrator	30	2.44%
	Academic, Tenured/Tenure Track	215	17.52%
	Academic, Temporary	587	47.84%
	Classified	395	32.19%
San Diego CCD Total		3,308	
	Educational Administrator	67	2.03%
	Academic, Tenured/Tenure Track	630	19.04%
	Academic, Temporary	1,558	47.10%
	Classified	1,053	31.83%
San Francisco CCD Total		2,250	
	Educational Administrator	44	1.96%
	Academic, Tenured/Tenure Track	637	28.31%
	Academic, Temporary	885	39.33%
	Classified	684	30.40%
San Joaquin Delta CCD Total		936	
	Educational Administrator	14	1.50%
	Academic, Tenured/Tenure Track	207	22.12%
	Academic, Temporary	308	32.91%
	Classified	407	43.48%
San Jose CCD Total		1,055	
	Educational Administrator	25	2.37%
	Academic, Tenured/Tenure Track	234	22.18%
	Academic, Temporary	478	45.31%
	Classified	318	30.14%
San Luis Obispo CCD Total		714	
	Educational Administrator	16	2.24%
	Academic, Tenured/Tenure Track	156	21.85%
	Academic, Temporary	290	40.62%
	Classified	252	35.29%
San Mateo CCD Total		1,512	
	Educational Administrator	38	2.51%
	Academic, Tenured/Tenure Track	338	22.35%
	Academic, Temporary	616	40.74%

	Classified	520	34.39%
Santa Barbara CCD Total		1,057	
	Educational Administrator	16	1.51%
	Academic, Tenured/Tenure Track	230	21.76%
	Academic, Temporary	472	44.65%
	Classified	339	32.07%
Santa Clarita CCD Total		1,069	
	Educational Administrator	61	5.71%
	Academic, Tenured/Tenure Track	177	16.56%
	Academic, Temporary	552	51.64%
	Classified	279	26.10%
Santa Monica CCD Total		1,904	
	Educational Administrator	46	2.42%
	Academic, Tenured/Tenure Track	309	16.23%
	Academic, Temporary	1,062	55.78%
	Classified	487	25.58%
Sequoias CCD Total		633	
	Educational Administrator	37	5.85%
	Academic, Tenured/Tenure Track	152	24.01%
	Academic, Temporary	259	40.92%
	Classified	185	29.23%
Shasta Tehama CCD Total		592	
	Educational Administrator	28	4.73%
	Academic, Tenured/Tenure Track	122	20.61%
	Academic, Temporary	243	41.05%
	Classified	199	33.61%
Sierra CCD Total		1,106	
	Educational Administrator	20	1.81%
	Academic, Tenured/Tenure Track	214	19.35%
	Academic, Temporary	623	56.33%
	Classified	249	22.51%
Siskiyou CCD Total		258	
	Educational Administrator	8	3.10%
	Academic, Tenured/Tenure Track	34	13.18%
	Academic, Temporary	141	54.65%
	Classified	75	29.07%
Solano CCD Total		625	
	Educational Administrator	13	2.08%
	Academic, Tenured/Tenure Track	150	24.00%
	Academic, Temporary	293	46.88%
	Classified	169	27.04%
Sonoma CCD Total		1,760	
	Educational Administrator	37	2.10%
	Academic, Tenured/Tenure Track	281	15.97%
	Academic, Temporary	957	54.38%

	Classified	485	27.56%
South Orange County CCD Total		2,013	
	Educational Administrator	40	1.99%
	Academic, Tenured/Tenure Track	376	18.68%
	Academic, Temporary	994	49.38%
	Classified	603	29.96%
Southwestern CCD Total		1,284	
	Educational Administrator	27	2.10%
	Academic, Tenured/Tenure Track	199	15.50%
	Academic, Temporary	688	53.58%
	Classified	370	28.82%
State Center CCD Total		2,269	
	Educational Administrator	49	2.16%
	Academic, Tenured/Tenure Track	481	21.20%
	Academic, Temporary	1,118	49.27%
	Classified	621	27.37%
Ventura CCD Total		1,612	
	Educational Administrator	25	1.55%
	Academic, Tenured/Tenure Track	382	23.70%
	Academic, Temporary	748	46.40%
	Classified	457	28.35%
Victor Valley CCD Total		737	
	Educational Administrator	9	1.22%
	Academic, Tenured/Tenure Track	115	15.60%
	Academic, Temporary	418	56.72%
	Classified	195	26.46%
West Hills CCD Total		580	
	Educational Administrator	64	11.03%
	Academic, Tenured/Tenure Track	64	11.03%
	Academic, Temporary	165	28.45%
	Classified	287	49.48%
West Kern CCD Total		300	
	Educational Administrator	5	1.67%
	Academic, Tenured/Tenure Track	54	18.00%
	Academic, Temporary	80	26.67%
	Classified	161	53.67%
West Valley CCD Total		1,043	
	Educational Administrator	16	1.53%
	Academic, Tenured/Tenure Track	294	28.19%
	Academic, Temporary	408	39.12%
	Classified	325	31.16%
Yosemite CCD Total		1,186	
	Educational Administrator	29	2.45%
	Academic, Tenured/Tenure Track	231	19.48%
	Academic, Temporary	460	38.79%

	Classified	466	39.29%
Yuba CCD Total		608	0.70%
	Educational Administrator	15	
	Academic, Tenured/Tenure Track	84	13.82%
	Academic, Temporary	338	55.59%
	Classified	171	28.13%

Report Run Date As Of : 8/26/2015 6:16:00 PM

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Staff Response to Public Comments from Previous Board Meeting

ACTION: Information

BACKGROUND

Members of the public may address the Board on any item on the 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 meeting on July 20, 2015, Irvine Valley College part-time student Tanya Lee presented a complaint to the board of trustees alleging discrimination based on disability. The board directed district administration to provide a response directly to Ms. Lee.

STATUS

In the spring of 2015, Ms. Lee, a part-time student who receives support from Disabled Student Program and Services (DSPS), enrolled in a Writing 1 class taught by Professor Megan Ozima. Ms. Lee became very distraught when the film *Django Unchained* was shown in class on July 8, 2015. The same day, Ms. Lee left the class and reported to the DSPS office to make a complaint about the film.

Staff, faculty and administrators have been consistently available to meet and assist Ms. Lee in an effort to address her concerns.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College and Irvine Valley College: Speakers
ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
9/3/15 9:00am	TAS 228	Ken Lee	HORT 138	Mark Yurko	Environmental Restoration
9/22/15 9:00am	TAS 228	Ken Lee	HORT 138	Evan Marks	Permaculture & Soil
9/29/15 9:00am	TAS 228	Ken Lee	HORT 138	Mike Evans	Native Plants & Invasive Species
10/6/15 9:00am	TAS 228	Ken Lee	HORT 138	Kathryn Agresto	Edible Garden & Being Organic
9/3/15 7:30pm	BGS 200	Jeanne Robinson	Tour 250/Intro to Travel	Kathy Medeiros & Julie Burlison	Customer Service & Group Bookings
9/17/15 7:30pm	BGS 200	Jeanne Robinson	Tour 250/Intro to Travel	Tony Kaspar	Employment for hotels
10/1/15 7:30pm	BGS 200	Jeanne Robinson	Tour 250/Intro to Travel	Phyl Andersen & Cheryl Breen	Career Change into the travel industry & Careers in tours

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>
8/26/15 7:00 p.m.	PAC 111	Julie Perlin Lee	ARTH 115 – Art History – Collections Management	Jeannine Penderson	Collection Care: Archaeo / Paleo Care
9/2/15 7:00 p.m.	PAC 111	Julie Perlin Lee	ARTH 115 – Art History – Collections Management	Ed Bopp	Collection Care: Contemporary Art
9/8/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Laurie Gonzalez, M.A.	Career of a School Psychologist
9/14/15 7:00 p.m.	PAC 111	Julie Perlin Lee	ARTH 115 – Art History – Collections Management	Kevin Cabrera	Collection Care: Historic Homes
9/16/15 7:00 p.m.	PAC 111	Julie Perlin Lee	ARTH 115 – Art History – Collections Management	Laura Belani	Preventative Conservation
9/22/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Sheri Sterner, M.A.	Career as an Institutional Researcher
10/5/15 7:00 p.m.	PAC 111	Julie Perlin Lee	ARTH 115 – Art History – Collections Management	Chris Jepsen	Collection Care: Archives

10/6/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Lou Regal, Ph.D.	Career as an Industrial/Organizational Psychologist
10/13/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Christine Choe, Psy.D.	Career as a Police Psychologist
10/20/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Susan Charles, Ph.d.; Lorraine Klein, M.S.	UCI: Psychology and Social Behavior Program; CSUF Human Services Program
10/28/15 2:30 p.m.	BSTC 119	Caryn Sussman	Counseling 103	Dr. Marc Bock	Anger Management
11/3/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Michael Yassa, Ph.D.	Career as a Research Neuro/Bio Psychologist
11/17/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Adrianna Miramontes; Edward Barraza, CSULB Graduate Students	Preparing for and a Career as a Human Factors/Human Engineering Psychologist
12/1/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Cari Cannon, Ph.D.	Career as a Psychology College Professor
12/8/15 5:30 p.m.	A 210	Bari Rudmann	PSYC 160 – Psychology as a Career and a Profession	Manny Tau, Psy.D.	Career as a Forensic Psychologist

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports (EXHIBIT A) about projected basic aid receipts and approved projects.

STATUS

As of August 31, 2015, total estimated Basic Aid receipts are \$620.3M and total approved projects are \$611.3M. The balance of \$9.0M is the reserve for unrealized tax collections.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the FY 2015-2016 Basic Aid allocation from the August 2015 Board report.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 28, 2015**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	182,875,608	173,232,086	5,156,232	1,487,537	2,938,771	60,982	-
CAPITAL PROJECTS							
Campus Appearance Improvement IVC & SC (2009)	1,000,000	738,514	738	140,555	29,330	73,120	17,743
ATEP Building Demolition (2007)	13,700,000	1,513,289	781,124	109,025	1,744,947	2,741,440	6,810,175
ATEP First Building Phase 3A (2011)	24,700,000				761	336,973	24,362,266
ATEP Operating Budget* (2006)	13,464,683	10,398,626	507,119	564,290	579,960	622,701	791,988
ATEP Site Development (2013)	7,000,000			693,427	681,207	986,687	4,638,678
ATEP Staffing, Equipment, Program Development (2007)	891,611	538,040	291,119	7,785	14,204	2,026	38,437
ATEP Utilities/Infrastructure Phase I (2016)	7,000,000						7,000,000
IVC A200 Success Center (2014)	505,005						505,005
IVC A400 Bldg Remodel (2011)	13,013,000		28,153	608,333	953,102	5,695,412	5,728,000
IVC B200 Classroom Wing & Labs (2015)	400,000						400,000
IVC B400 Labs and Entrance Controls (2015)	410,000					1,600	408,400
IVC Defects Performing Arts Center (2014)	1,400,000				2,611	54,736	1,342,653
IVC Design and Install Entrance from Barranca (2003)	2,850,000	97,171	143,803	25,074	67,052	38,525	2,478,375
IVC Fine Arts Building (2008) - State Delay, Future Project request	856,278	61,278					795,000
IVC Health Center/Concessions Building (2016)	400,000						400,000
IVC Life Sciences Project (2004)	13,490,000	1,323,367	(1,169,892)	693,544	2,416,169	(1,120,532)	11,347,345
IVC New Parking Lot (2013)	3,100,000						3,100,000
IVC Performing Arts Center Waterproofing (2013)	470,000						470,000
IVC SSC HVAC System (2010)	800,000	21,014	732	12,124	635,534	88,716	41,881
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Athletic Stadium (2015)	18,000,000					73,205	17,926,795
SC Building Repairs - Library Remodel (2003)	7,869,899	1,335,267	1,817,215	(630,004)	4,864,713	225,059	257,649
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000		-	12,320	14,990	1,702,050	892,639
SC Building Repairs - ATAS Building (2003)	17,435,313	167,224	94,380	167,292	405,643	86,693	16,514,081
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687			124,917	519,146	1,532,643	8,072,982
SC Central Plant/CoGen Upgrade (2015)	750,000					12,503	737,497
SC Data Center Project (2016)	2,905,108						2,905,108
SC Demolition and Upper Quad Remodel (2008)	1,000,000						1,000,000
SC Digital Security Access (2015)	650,000						650,000
SC Fine Arts HVAC, Interior Improvements, Outdoor Theater (2016)	2,750,000						2,750,000
SC Fine Arts HVAC Renovation (2013)	4,950,000			2,754	76,091	216,891	4,654,264
SC Fire Alarm System (2015)	500,000						500,000
SC Golf Driving Range Net Replacement (2005)	300,000	106,750	19,300	42,520			131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000				5,209	467,431	527,360
SC LRC Defects (2015)	750,000						750,000
SC New Gateway Building (2013) (Match)	890,000						890,000
SC Sciences Building (M/S/E annex) (2003)	67,358,346	288,159	1,840,003	295,740	7,324,533	28,145,264	29,464,647
SC SME Building Renovation (2016)	750,000						750,000
SC Site Improvements (2008)	20,525,000	218,441	-	1,464	107,278	72,609	20,125,207
SC PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC PE 400 and 500 Renovation (2014)	800,000						800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000			10,710	3,495	2,438	733,357
CAPITAL PROJECTS TOTAL	269,935,930	16,807,137	4,353,794	2,881,872	20,445,975	42,058,188	183,388,963
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000				1,830	5,289	267,881
IVC Lighting & Walkways (2013)	795,055				332,278	170,531	292,246
IVC SM B100 Roof & HVAC (2015)	493,350						493,350
IVC Sports Facilities (2012)	342,600			702	43,312	30,565	268,021

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 28, 2015**

Project Description	Approved Amount	1999/2011 Actual	2011/12 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	Balance Remaining for 2015/16
SC 12KV Elec Distr Repair (2014)	200,000					70,189	129,811
SC Central Plant (2013)	750,000			61,780	23,875	109,072	555,273
SC HVAC PE 100 (2014)	800,000						800,000
SC Athletics Stadium Renovation (2014)	725,000					2,841	722,159
SC PE Complex (2013)	500,000						500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	4,881,005	-	-	62,482	401,295	388,487	4,028,741
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334			648,198	843,987	1,913,336	843,813
Campus Desktop Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600					35,906	417,694
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600						115,600
SOCCCD Awards Management System (2013)	500,000			303,641	154,230		42,129
SOCCCD Blackboard Plug-ins (2013)	150,000			2,000		15,400	132,600
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000						735,000
SOCCCD Data Backup and Disaster Recovery (2016)	900,000						900,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720			230,118	396,373	222,358	745,871
SOCCCD District IT Back Office Automation (2016)	210,000						210,000
SOCCCD Document Management Solution (2011)	659,202		622,823	18,731			17,648
SOCCCD District-wide Automatic Email Archive (2015)	165,000					80,752	84,248
SOCCCD District-wide Hardware Refresh (2014)	505,000				484,919	4,414	15,667
SOCCCD District-wide Network Security (2015)	369,895					322,157	47,738
SOCCCD District-wide Server/Storage Maintenance (2015)	950,000					832,393	117,607
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658			446,032	3,496,228	2,231,857	810,541
SOCCCD Enterprise Backup Solution (2014)	150,000				24,933		125,067
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000			31,386			118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	12,377,000		16,131	150,433	1,971,236	5,586,580	4,652,619
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500						54,500
HRIS Data Migration	20,000			15,000			5,000
IT Governance - TeamDyanixHE Software	50,000			14,400			35,600
TracDat Integration with SharePoint	36,000			35,964			37
DW Infrastructure Inventory System	75,000					14,155	60,845
MySite Help System	20,000			420	5,946		13,635
Unified Communications System	50,000			28,928			21,072
IT Contingency	924,615			31,800	32,800		860,015
SOCCCD IT Basic Aid Projects (2013)	1,175,615		-	126,511	38,746	14,155	996,204
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	5,571,957	1,745,944	888,629	136,099	11,747	390,394
SOCCCD Master Calendar Integration (2014)	300,000				58,500	677	240,823
SOCCCD Matriculation SEP System (2013)	100,000			332			99,668
SOCCCD MySite Message Customization (2014)	150,000					143,917	6,083
SOCCCD MySite Security (2014)	302,000				47,280	164,662	90,058
SOCCCD New Library System (2014)	100,000				21,909	62,088	16,003
SOCCCD Online Catalog (2014)	135,856					135,856	-
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000						201,000
SOCCCD Positive Attendance Hours (2016)	198,000						198,000
SOCCCD Predictive Analytics (2013)	250,000			54,052		62,515	133,433
SOCCCD Refresh MDF and IDF (2016)	500,000					-	500,000
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000					-	925,000
SOCCCD Student Conduct & Incident Reporting (2015)	13,060					11,446	1,614
SOCCCD Student Early Alert System (2016)	226,800						226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000						600,000
SOCCCD Student Information System Enhancement (2013-2015)	6,326,400			1,047,013	1,720,024	1,379,858	2,179,505

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 28, 2015**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	14,035,535	22,466	1,350	6,531	36,378	-
SOCCCD Student Print Solution (2016)	221,634						221,634
SOCCCD Student Success Dashboard (2014)	550,000				52,324	382,882	114,794
SOCCCD Support Multiple Prerequisites (2015)	302,400					12,584	289,816
SOCCCD System Testing and Stability (2016)	377,000						377,000
SOCCCD Tableau for Data Visualization (2016)	270,000						270,000
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	7,604,574	392,177	28,547	2,020	9,159	-
SOCCCD Unified Student ID Card (2016)	452,000						452,000
SOCCCD Virtual Desktop (2014)	50,000				13,050		36,950
SOCCCD Waitlist Modification (2014)	514,600				249,920		264,681
SOCCCD Wireless Coverage Expansion (2015)	738,000					30,452	707,548
SOCCCD Workday Big Data (2016)	170,000						170,000
SOCCCD Workday Student BPA Sessions (2016)	227,800						227,800
SOCCCD Workday Student Influencer Program (2016)	375,000						375,000
IT PROJECTS TOTAL	80,909,181	27,212,066	2,799,541	3,976,974	9,718,309	13,703,530	23,498,761

OTHER ALLOCATIONS

SOCCCD Design/Build Specialty Consultant (2013)	525,000		13,300	91,725		66,635	353,340
SOCCCD Dist Union Offices (2014)	162,750					29,115	133,635
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	400,000						400,000
SOCCCD District-wide Mapping (2015)	400,000						400,000
SOCCCD District-wide Parking Study (2016)	200,000						200,000
SOCCCD District-wide Sustainability/Energy Planning (2016)	200,000						200,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000				145,830		204,170
SOCCCD DSA Project Close Out (2013)	400,000			12,256	14,334	6,940	366,469
SOCCCD Facilities Software System (2013)	1,129,000			309,248	65,550	37,326	716,876
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000				3,040		206,960
SOCCCD Insurance Deductibles (2014)	300,000				100,000	100,000	100,000
SOCCCD Lease/Leaseback Consultant (2013)	425,000			8,531	9,265		407,204
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	710,000	149,494	117,900	100,578	110,074	106,955	124,998
SOCCCD Legal Counsel Facility Related Issues (2013)	900,000			35,073	2,804	36,405	825,719
SOCCCD Pre-Planning and Investigation (2015)	200,000					3,343	196,657
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,598,988	1,398,988	-	354,083	-	389,456	456,461
SOCCCD Retiree Benefits (2001 - present)	63,627,683	35,417,938	2,600,000	18,489,745	3,520,000	-	3,600,000
OTHER ALLOCATIONS TOTAL	72,738,421	36,966,420	2,731,200	19,401,240	3,970,898	776,174	8,892,489

BASIC AID PROJECT TOTALS	611,340,145	254,217,711	15,040,767	27,810,106	37,475,247	56,987,361	219,808,953
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Commitments	390,693,234	(9,951,045)	70,406,108	54,193,413	45,306,580	60,691,855
Cumulative Commitments	390,693,234	380,742,189	451,148,297	505,341,710	550,648,290	611,340,145
Receipts	393,955,568	39,301,044	46,888,399	43,788,270	51,659,425	44,769,086
Cumulative Receipts	393,955,568	433,256,612	480,145,011	523,933,281	575,592,706	620,361,792
Cumulative Expenses	254,217,711	269,258,477	297,068,583	334,543,830	391,531,192	611,340,145
Uncommitted Basic Aid Funds	139,737,857	163,998,135	183,076,428	189,389,451	184,061,514	9,021,647

	<i>Approved Amount</i>					<i>Commitment Change</i>
Change from August 2015 Report	-	-	-	-	-	-

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Monthly Financial Status Report
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through July 31, 2015 (EXHIBIT A) and August 31, 2015 (EXHIBIT B). A review of current revenues and expenditures for FY 2015-2016 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of July 31, 2015

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:		\$ 54,989,960	54,989,960	54,989,960	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,372,603	4,372,603	394,932	9.03%
State Sources	8600-8699	40,668,609	40,668,609	5,243,673	12.89%
Local Sources	8800-8899	211,271,019	211,271,019	4,018,340	1.90%
Other Financing Sources	8900-8912				
Total Revenue		256,312,231	256,312,231	9,656,945	3.77%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		\$ 311,302,191	311,302,191	64,646,905	20.77%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 76,446,234	76,445,234	2,619,344	3.43%
Other Staff Salaries	2000-2999	47,518,717	47,518,317	21,508	0.05%
Employee Benefits	3000-3999	42,775,271	42,775,271	2,360,950 *	5.52%
Supplies & Materials	4000-4999	6,077,603	6,077,603	78,152	1.29%
Services & Other Operating	5000-5999	40,828,026	40,829,426	1,303,508	3.19%
Capital Outlay	6000-6999	13,110,840	13,110,840	384,872	2.94%
Payments to Students	7500-7699	583,253	583,253	190,000	32.58%
Total Expenditures		\$ 227,339,944	227,339,944	6,958,334	3.06%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 998,414	998,414	0	0.00%
Basic Aid Transfers Out	7300-7399	57,851,978	57,851,978	0	0.00%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		58,850,392	58,850,392	0	0.00%
TOTAL USES OF FUNDS		286,190,336	286,190,336	6,958,334	2.43%
ENDING FUND BALANCE		\$ 25,111,855	25,111,855	57,688,571	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 9,021,647	9,021,647		
Reserve for Economic Uncertainties		13,090,208	13,090,208		
College Reserves for Economic Uncertainties		3,000,000	3,000,000		
TOTAL RESERVES		\$ 25,111,855	25,111,855		

NOTE: As of July 31, 2014 actual revenues to date were **18.69%** and actual expenditures to date were **3.00%** of the revised budget to date.

* Employee Benefits does not include the July Health & Welfare Benefit expense; the processing of this expense in Workday is still being tested.

SADDLEBACK COLLEGEGeneral Fund Income and Expenditure Summary
As of July 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 12,028,758	12,028,758	12,028,758	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 98,289,735	98,289,735	1,429,982	1.45%
Restricted Budget Allocation		21,297,930	21,297,930	3,785,195	17.77%
Total Revenue		119,587,665	119,587,665	5,215,177	4.36%
INCOMING TRANSFERS	8980-8989	0	0		
TOTAL SOURCES OF FUNDS		<u>\$ 131,616,423</u>	<u>131,616,423</u>	<u>17,243,935</u>	13.10%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 48,942,537	48,941,537	1,639,524	3.35%
Other Staff Salaries	2000-2999	24,637,556	24,637,156	6,348	0.03%
Employee Benefits	3000-3999	24,467,354	24,467,354	212,357 *	0.87%
Supplies & Materials	4000-4999	4,219,474	4,219,474	62,134	1.47%
Services & Other Operating	5000-5999	17,711,933	17,713,333	563,003	3.18%
Capital Outlay	6000-6999	8,773,825	8,773,825	368,485	4.20%
Payments to Students	7500-7699	313,744	313,744	190,000	60.56%
Total Expenditures		\$ 129,066,423	129,066,423	3,041,851	2.36%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 550,000	550,000	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		550,000	550,000	0	0.00%
TOTAL USES OF FUNDS		<u>129,616,423</u>	<u>129,616,423</u>	<u>3,041,851</u>	2.35%
LOCATION OPERATING BALANCE		<u>\$ 2,000,000</u>	<u>2,000,000</u>	<u>14,202,084</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,000,000</u>	<u>2,000,000</u>		

NOTE: As of July 31, 2014, actual revenues to date were **11.07%** and actual expenditures to date were **3.42%** of the revised budget to date.

* Employee Benefits does not include the July Health & Welfare Benefit expense; the processing of this expense in Workday is still being tested.

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of July 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		4,804,007	4,804,007	4,804,007	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 58,838,750	58,838,750	1,244,224	2.11%
Restricted Budget Allocation		12,513,815	12,513,815	2,367,021	18.92%
Total Revenue		71,352,565	71,352,565	3,611,245	5.06%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		76,156,572	76,156,572	8,415,252	11.05%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	26,045,540	26,045,540	908,823	3.49%
Other Staff Salaries	2000-2999	15,116,386	15,116,386	15,160	0.10%
Employee Benefits	3000-3999	14,227,862	14,227,862	119,643	0.84%
Supplies & Materials	4000-4999	1,738,837	1,738,837	23,535	1.35%
Services & Other Operating	5000-5999	13,458,308	13,458,308	311,823	2.32%
Capital Outlay	6000-6999	4,101,716	4,101,716	9,945	0.24%
Payments to Students	7500-7699	269,509	269,509	0	0.00%
Total Expenditures		74,958,158	74,958,158	1,388,929	1.85%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	198,414	198,414	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		198,414	198,414	0	0.00%
TOTAL USES OF FUNDS		75,156,572	75,156,572	1,388,929	1.85%
LOCATION OPERATING BALANCE		1,000,000	1,000,000	7,026,323	
RESERVES					
Reserve for Economic Uncertainties		1,000,000	1,000,000		

NOTE: As of July 31, 2014, actual revenues to date were **9.94%** and actual expenditures to date were **3.00%** of the revised budget to date.

* Employee Benefits does not include the July Health & Welfare Benefit expense; the processing of this expense in Workday is still being tested.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of August 31, 2015

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:		\$ 54,989,960	54,989,960	54,989,960	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,372,603	4,372,603	476,952	10.91%
State Sources	8600-8699	40,668,609	40,668,609	6,419,875	15.79%
Local Sources	8800-8899	211,271,019	211,271,019	4,315,875	2.04%
Other Financing Sources	8900-8912				
Total Revenue		256,312,231	256,312,231	11,212,702	4.37%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		\$ 311,302,191	311,302,191	66,202,662	21.27%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 76,446,234	76,445,234	9,000,044	11.77%
Other Staff Salaries	2000-2999	47,518,717	47,506,317	3,708,661	7.81%
Employee Benefits	3000-3999	42,775,271	42,775,271	5,696,240 *	13.32%
Supplies & Materials	4000-4999	6,077,603	6,077,603	451,167	7.42%
Services & Other Operating	5000-5999	40,828,026	40,829,426	4,531,223	11.10%
Capital Outlay	6000-6999	13,110,840	13,122,840	669,682	5.10%
Payments to Students	7500-7699	583,253	583,253	195,436	33.51%
Total Expenditures		\$ 227,339,944	227,339,944	24,252,453	10.67%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 998,414	998,414	0	0.00%
Basic Aid Transfers Out	7300-7399	57,851,978	57,851,978	0	0.00%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		58,850,392	58,850,392	0	0.00%
TOTAL USES OF FUNDS		286,190,336	286,190,336	24,252,453	8.47%
ENDING FUND BALANCE		\$ 25,111,855	25,111,855	41,950,209	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 9,021,647	9,021,647		
Reserve for Economic Uncertainties		13,090,208	13,090,208		
College Reserves for Economic Uncertainties		3,000,000	3,000,000		
TOTAL RESERVES		\$ 25,111,855	25,111,855		

NOTE: As of August 31, 2014 actual revenues to date were **23.08%** and actual expenditures to date were **9.20%** of the revised budget to date.

* Employee Benefits do not include the July and August Health & Welfare Benefit expenses; the processing of these in Workday is still being tested.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of August 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 12,028,758	12,028,758	12,028,758	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 98,289,735	98,289,735	1,533,579	1.56%
Restricted Budget Allocation		21,297,930	21,297,930	4,751,812	22.31%
Total Revenue		119,587,665	119,587,665	6,285,391	5.26%
INCOMING TRANSFERS	8980-8989	0	0		
TOTAL SOURCES OF FUNDS		\$ 131,616,423	131,616,423	18,314,149	13.91%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 48,942,537	48,941,537	5,635,919	11.52%
Other Staff Salaries	2000-2999	24,637,556	24,637,156	1,856,921	7.54%
Employee Benefits	3000-3999	24,467,354	24,467,354	1,109,438 *	4.53%
Supplies & Materials	4000-4999	4,219,474	4,219,474	319,610	7.57%
Services & Other Operating	5000-5999	17,711,933	17,713,333	1,664,630	9.40%
Capital Outlay	6000-6999	8,773,825	8,773,825	556,852	6.35%
Payments to Students	7500-7699	313,744	313,744	190,119	60.60%
Total Expenditures		\$ 129,066,423	129,066,423	11,333,489	8.78%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 550,000	550,000	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		550,000	550,000	0	0.00%
TOTAL USES OF FUNDS		129,616,423	129,616,423	11,333,489	8.74%
LOCATION OPERATING BALANCE		\$ 2,000,000	2,000,000	6,980,660	
RESERVES					
Reserve for Economic Uncertainties		\$ 2,000,000	2,000,000		

NOTE: As of August 31, 2014, actual revenues to date were **15.59%** and actual expenditures to date were **10.75%** of the revised budget to date.

* Employee Benefits does not include the July and August Health & Welfare Benefit expenses; the processing of these in Workday is still being tested.

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of August 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		4,804,007	4,804,007	4,804,007	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 58,838,750	58,838,750	1,313,433	2.23%
Restricted Budget Allocation		12,513,815	12,513,815	2,817,902	22.52%
Total Revenue		71,352,565	71,352,565	4,131,335	5.79%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		76,156,572	76,156,572	8,935,342	11.73%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	26,045,540	26,045,540	3,205,403	12.31%
Other Staff Salaries	2000-2999	15,116,386	15,116,386	1,222,277	8.09%
Employee Benefits	3000-3999	14,227,862	14,227,862	670,486	4.71%
Supplies & Materials	4000-4999	1,738,837	1,738,837	135,351	7.78%
Services & Other Operating	5000-5999	13,458,308	13,458,308	912,952	6.78%
Capital Outlay	6000-6999	4,101,716	4,101,716	88,767	2.16%
Payments to Students	7500-7699	269,509	269,509	5,318	1.97%
Total Expenditures		74,958,158	74,958,158	6,240,554	8.33%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	198,414	198,414	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		198,414	198,414	0	0.00%
TOTAL USES OF FUNDS		75,156,572	75,156,572	6,240,554	8.30%
LOCATION OPERATING BALANCE		1,000,000	1,000,000	2,694,788	
RESERVES					
Reserve for Economic Uncertainties		1,000,000	1,000,000		

NOTE: As of August 31, 2014, actual revenues to date were **17.25%** and actual expenditures to date were **10.77%** of the revised budget to date.

* Employee Benefits does not include the July and August Health & Welfare Benefit expenses; the processing of these in Workday is still being tested.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

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

STATUS

This report is for the period ending August 31, 2015, (EXHIBIT A). The portfolio was comprised of 51.4% Fixed Funds (Bonds) and 48.6% Common Stocks (Domestic and International). The portfolio's performance decreased 3.43%, ending with a fair market value of \$90,108,927, and an annualized return of 5.30% which is consistent with the market.

September 8, 2015

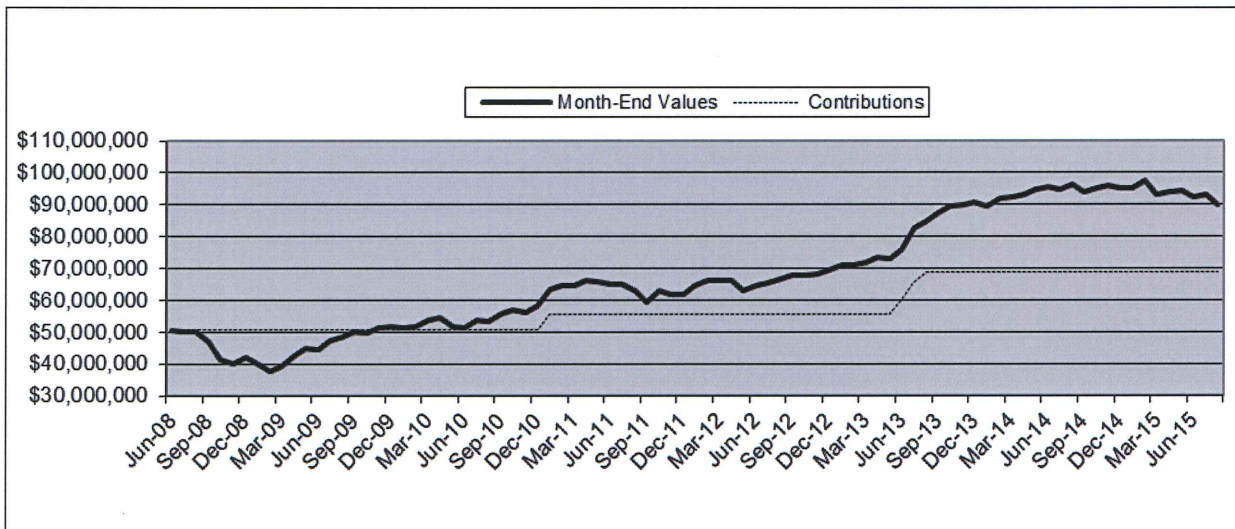
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

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

With a fair market value on August 31st of \$90,108,927.49 your portfolio's performance was down -3.43% for the month and up 5.30% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (48.6%) and fixed income funds (51.4%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>August 2015</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	-3.43%	-1.33%	5.30% annualized return
S&P 500	-6.03%	-2.87%	8.56% (Domestic Stocks)
MSCI EAFE	-7.36%	-0.21%	1.14% (International stocks)
Barclays Aggregate	-0.14%	0.45%	4.57% (Domestic Bonds)
Barclays Global	0.12%	-2.75%	2.56% (Global Bonds)



Very truly yours,

Scott W. Rankin
Senior Vice President

by Wesley Ingram

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

Benefit Trust - Retiree (OPEB) Trust

EXHIBIT A
Page 2 of 2

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
July-13	\$ 5,000,000	\$ 65,409,811	\$ 82,877,790
August-13	\$ 3,389,913	\$ 68,799,724	\$ 84,697,024
September-13	\$ -	\$ 68,799,724	\$ 87,424,231
October-13	\$ -	\$ 68,799,724	\$ 89,609,089
November-13	\$ -	\$ 68,799,724	\$ 89,951,634
December-13	\$ -	\$ 68,799,724	\$ 90,697,726
January-14	\$ -	\$ 68,799,724	\$ 89,457,863
February-14	\$ -	\$ 68,799,724	\$ 92,015,106
March-14	\$ -	\$ 68,799,724	\$ 92,418,028
April-14	\$ -	\$ 68,799,724	\$ 93,035,180
May-14	\$ -	\$ 68,799,724	\$ 94,606,053
June-14	\$ -	\$ 68,799,724	\$ 95,689,395
July-14	\$ -	\$ 68,799,724	\$ 94,769,733
August-14	\$ -	\$ 68,799,724	\$ 96,479,698
September-14	\$ -	\$ 68,799,724	\$ 94,002,753
October-14	\$ -	\$ 68,799,724	\$ 95,339,341
November-14	\$ -	\$ 68,799,724	\$ 96,004,369
December-14	\$ -	\$ 68,799,724	\$ 95,241,531
January-15	\$ -	\$ 68,799,724	\$ 95,202,573
February-15	\$ -	\$ 68,799,724	\$ 97,642,721
March-15	\$ (4,000,000)	\$ 64,799,724	\$ 93,188,823
April-15	\$ -	\$ 64,799,724	\$ 94,125,319
May-15	\$ -	\$ 64,799,724	\$ 94,358,288
June-15	\$ -	\$ 64,799,724	\$ 92,222,506
July-15	\$ -	\$ 64,799,724	\$ 93,208,064
August-15	\$ -	\$ 64,799,724	\$ 90,108,927
	\$ 64,799,724		

TO: Board of Trustees
FROM: Gary L. Poertner, 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 28, 2015

SADDLEBACK COLLEGE

1. SCIENCES BUILDING

	Original	Revision	Total
Project Budget:	\$52,234,000	\$8,308,000	\$67,358,000
State Match:	\$36,564,000	(\$36,564,000)	-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

Status: Structural steel installation complete at primary building. Observatory construction *is complete*. Central Plant modifications are complete.

In Progress: FF&E user group developed furniture groupings underway. Priority interior wall framing *continues*. MEP hangers and routing *at the interior is nearing completion*, and interior work continues. Plaster at exterior, interior wall framing, drywall, *and painting* all three floors. Retaining wall installation continues. *HVAC ducting and piping at the roof*. Concrete walkways and bridges to campus *are nearing completion*.

Recently Completed: Bridge abutment construction is completed. *HVAC units are set in place on the roof. Roofing is completed. Finalizing building structure is complete, deck concrete is complete. Framing of walls at the exterior is complete at all three floors. Off-site cabinet fabrication is complete.*

Focus: *HVAC ducting and piping at the roof. Windows and Curtin-wall water testing. HVAC fabrication and testing visit and report. Interior finishes, cabinets and finish electrical.*

Project Start: March 2011	Scheduled Finish: December 2015
Projected Finish: February 2016	DSA Close Out: Pending

2. SITE IMPROVEMENTS

	Original	Revision	Total
Project Budget:	\$11,697,000	\$9,828,000	\$21,525,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	\$18,083,000	\$21,525,000

Budget Narrative: Budget reflects Board agenda action on 3/24/08 and 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) incorporated into work scope with isolated budget, Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000) for a total project budget of \$13,580,000. On June 22, 2015 the Board approved additional funds of \$7,945,000.

Status: Additional project funds approved by the Board.

In Progress: Project team reassembling *and preparation of Request for Qualifications (RFQ) for Design-Build Teams underway.*

Recently Completed: Presentation of probable cost by Criteria Architect.

Focus: Re-confirm final project scope with stakeholders and prepare the RFP documents *as well as final RFQ for issuance.*

Project Start: Phase I-Feb 2010	Scheduled Finish: June 2016
Projected Finish: On Hold	DSA Close Out: On Hold

3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$8,755,055	\$8,679,945	\$17,435,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,956,000	\$15,479,000	\$17,435,000

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, and 6/23/2014. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000. On June 23, 2014 the Board approved restored funding of \$8,523,000 and an additional \$2,702,000 to fully fund the project.

Status: DSA has approved documents. Construction start is anticipated April 2016 after completion of the TAS Auto Tech Swing Space project.

In Progress: *Contract for Pre Construction and Construction Management Services recommended to the September Board for approval.*

Recently Completed: Validation of construction costs at \$10.6 million.

Focus Issue: *Obtain board approval for Pre-Construction and Construction Management services and advertise for contractor prequalifications.*

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: October 2017	DSA Close Out: Pending

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000	\$4,443,000	\$10,250,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000	\$4,443,000	\$10,250,000

Budget Narrative: Budget reflects Board agenda action on 8/27/2012, 6/17/13 and 6/23/2014. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, and June 23, 2014 the Board approved additional funding of \$3,714,000 and \$729,000 respectively.

Status: Auto tech building in construction, with villages under renovation.

In Progress: *Roof installation, framing and drywall* in process. Renovations at the villages are underway.

Recently Completed: CMU wall installation at Auto Tech buildings in parking lot 1

Focus: *Complete Auto Tech building and village renovation by December 2015.*

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$1,000,000	\$6,700,000	\$7,700,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$6,700,000	\$7,700,000

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13 and 6/22/2015. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. 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 to address DSA approval at canopies.

Status: *DSA has approved documents.*

In Progress: *Public advertising for pre-qualifications.*

Recently Completed: *DSA approval.*

Focus: *Issue prequalification request as first step to bid project.*

Project Start: July 2012	Scheduled Finish: September 2015
Projected Finish: September 2016	DSA Close Out: Pending

6. ATHLETICS STADIUM PROJECT

	Original	Revision	Total
Project Budget:	\$18,800,000	(800,000)	\$18,000,000
State Match:	-	-	-
Basic Aid Allocation:	\$950,000	17,050,000	\$18,000,000

Budget Narrative: Budget reflects Board action on 6/23/14 and 6/22/15. On June 23, 2014, the Board approved \$950,000. On June 22, 2015 the Board approved additional funds of \$17,050,000.

Status: Evaluation of preliminary project estimate against project scope.

In Progress: Review of preliminary project estimate received from Criteria Architect against estimate utilized to prepare the project budget.

Recently Completed: Review of preliminary project estimate by Project Team and revision by Criteria Architect.

Focus: Re-evaluation of project scope in relation to available project budget.

Project Start: July 2014	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

7. GATEWAY PROJECT

	Original	Revision	Total
Project Budget:	\$42,867,000	\$1,612,000	\$44,479,000
Anticipated State Match:	\$30,053,000	-\$7,813,500	\$22,239,500
Basic Aid Allocation:	\$1,545,115	\$(655,115)	\$890,000
Unallocated Amount:	\$41,321,885		\$43,589,000

Budget Narrative: Budget reflects Board action on 6/17/2013 and 6/23/2014.

Status: On Hold. A Revised Final Project Plan is submitted to the Board of Trustees at the June 22, 2015 meeting for approval to submit to the state for funding consideration.

In Progress: The project is awaiting funding. Final Project Plan submitted to the state with an increase in local match identified from 30% to 50% to increase chances of funding.

Recently Completed: On Hold.

Focus: On Hold.

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

8. PHOTO RADIO TELEVISION RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$2,622,000	\$0	\$2,622,000
State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,622,000	\$0	\$2,622,000

Budget Narrative: Budget reflects Board action on 8/27/2012.

Status: Final finishes, punch list completed. Addressing contractual issues around project delays.

In Progress: Furniture, fixture and equipment procurement.

Recently Completed: Contract work is completed. Board Agenda Notice of Completion filing.

Focus: Close out and DSA certification. FF&E.

Project Start: January 2012	Scheduled Finish: November 2014
Projected Finish: March 2015	DSA Close Out: Pending

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
State Match:	\$14,472,000	-	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 03-04 and 07-08.

Status: The final Notice of Completion was filed on September 24, 2007. DSA advises close out via alternate engineer assistance. *District will use recommended approach.*

In Progress: Six change orders remain in "Pending" status and must be closed to arrive at DSA close out.

Recently Completed: *Reopen project with DSA to address certification.*

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the DSA to complete this effort.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

2. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Project Budget:	\$24,861,000	(\$4,371,000)	\$20,490,000
State Match:	\$17,393,000	(\$3,825,000)	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$1,780,000	\$13,490,000

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. The state has reimbursed the district \$13,568,000 resulting in no need for additional basic aid funding. \$5,700,000 of the state reimbursement has been returned to basic aid project funds.

Status: Final warranty items to be completed over the summer.

In Progress: Warranty closeout of project.

Recently Completed: Drawings received from architect for outstanding warranty items.

Focus: Bid documents for warranty scope of work and final closeout of project *for completion of work during semester Break.*

Project Start: December 2008	Scheduled Finish: July 2012
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Projected Finish: February 28, 2014	DSA Close Out: May 8, 2014
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3. BARRANCA ENTRANCE

	Original	Revision	Total
Project Budget:	\$2,850,000	-	\$2,850,000
State Match:	-	-	-
Basic Aid Allocation:	\$2,850,000	-	\$2,850,000

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.

Status: Construction documents have been approved by the City of Irvine and upon execution of easement and purchase of sale agreement will be released to proceed with construction.

In Progress: *Preparation of bid documents.*

Recently Completed: Discussions with Southern California Edison and District legal regarding need for License Agreement. *Finalization of Easement agreement with City of Irvine.*

Focus: *Solicit for Construction Management and Testing and Inspection Firms from their respective pools in tandem with project bid.*

Project Start: March 2010	Scheduled Finish: Summer/Fall 2015
Projected Finish: Early 2016	DSA Close Out: Pending

4. A400 RENOVATION AND EXPANSION PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$10,008,949	\$13,013,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

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.

Status: Contractor failed water testing at exterior walls. Experiencing project delay while determining remediation. *Contractor to remove and replace exterior building envelope.*

In Progress: Contractor has stopped all building work while evaluating next steps for building envelope remediation. *Demo is expected to begin 9/9/2015.*

Recently Completed: Contractor submitted revised design details for installation of the exterior envelope.

Focus: Furniture, fixture and equipment procurement. Ensure all progress documented to enhance understanding regarding agreements between district and contractor. *Complete remove/replace building envelope.*

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: April 2016	DSA Close Out: Pending

5. FINE ARTS PROJECT

	Original	Revision	Total
Project Budget:	\$35,703,000	\$2,053,000	\$37,756,000
Anticipated State Match:	\$25,141,000	-\$6,263,000	\$18,878,000
Basic Aid Allocation:	\$795,000	-	\$795,000
Unallocated Amount:	\$34,908,000		\$36,961,000

Budget Narrative: Budget reflects Board action on 6/23/2014.

Status: On Hold. A Revised Final Project Plan is submitted to the Board of Trustees at the June 22, 2015 meeting for approval to submit to the state for funding consideration.

In Progress: The project is waiting funding. Final Project Plan submitted to the state with an increase in local match identified from 30% to 50% to increase chances of funding.

Recently Completed: On Hold.

Focus: On Hold.

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

6. PARKING LOT PHASE IA PROJECT

	Original	Revision	Total
Project Budget:	\$3,010,000	\$90,000	\$3,100,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,010,000	\$90,000	\$3,100,000

Budget Narrative: Budget reflects Board action on 6/23/2014 and 6/22/2015. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000.

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: Establish schedule

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

7. HEALTH CENTER/ CONCESSIONS PROJECT

	Original	Revision	Total
Project Budget:	\$5,200,000	-	\$5,200,000
State Match:	-	-	-
Basic Aid Allocation:	\$400,000	-	\$400,000
Unallocated Amount:	\$4,800,000	-	\$4,800,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: Establish schedule

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

ATEP

1. ATEP DEMOLITION

	Original	Revision	Total
Project Budget:	\$7,000,000	\$6,700,000	\$13,700,000
State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	\$6,700,000	\$13,700,000

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

Status: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: Monitoring of the site to ensure the recently seeded areas germinate, ensuring compliance with the Water Quality Management Plan in place for the ATEP site.

Recently Completed: *Land Exchange Demolition Project is complete and Notice of Completion submitted to the Board of Trustees this September 28, 2015 meeting.*

Focus: Adhere to various regulatory requirements specific to maintenance of the ATEP site.

Project Start: September 2010	Scheduled Finish: March 2013
Projected Finish: On-going	DSA Close Out: N/A

2. ATEP - IVC FIRST BUILDING

	Original	Revision	Total
Project Budget:	\$23,000,000	\$3,250,000	\$26,250,000
State Match:	-	-	-
Basic Aid Allocation:	\$12,500,000	\$13,750,000	\$26,250,000

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014 and 6/22/15. \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building budget of \$12,500,000 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.

Status: The project team is meeting weekly to develop *the project documents*.

In Progress: *Schematic Design, solicitation for a Building Enclosure consultant.*

Recently Completed: *Program validation and finalization of building footprint and room locations, site survey and project geotechnical investigation.*

Focus: *Schematic Design.*

Project Start: July 2014	Scheduled Finish: February 2018
Projected Finish: December 2017	DSA Close Out: Pending

3. ATEP – UTILITIES AND INFRASTRUCTURE

	Original	Revision	Total
Project Budget:	\$7,000,000	-	\$7,000,000
State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	-	\$7,000,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Staff revised delivery approach from Design-Build to Design-Bid-Build in order to better coordinate the needs between the building and the site development schedule.

In Progress: *An architectural team is recommended for Board of Trustees approval this September 28, 2015 meeting.*

Recently Completed: *Revisions to the engineering comments, including utility backbone infrastructure notes on Bell Avenue design, are submitted to the City of Tustin.*

Focus: To create an infrastructure to support phase 1 development of the ATEP site.

Project Start: July 2014	Scheduled Finish: February 2018
Projected Finish: December 2017	DSA Close Out: Pending

DISTRICT WIDE

1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM

	Original	Revision	Total
Project Budget:	\$704,000	\$425,000	\$1,129,000
State Match:	-	-	-
Basic Aid Allocation:	\$704,000	\$425,000	\$1,129,000

Budget Narrative: Budget reflects Board action on 6/25/2012, 6/17/2013 and 6/23/2014.

Status: Irvine Valley College is employing the Maintenance Direct portion of the software modules.

In Progress: *Consultant is reviewing record drawings of existing utilities at Irvine Valley and Saddleback Colleges in preparation for landscaping, site communication and security assessments during the weeks of October 12 and October 19.*

Recently Completed: Project Kick off meeting was held July 9th.

Focus: Perform infrastructure condition assessment.

Project Start: July 2012	Scheduled Finish: May2016
Projected Finish: May 2016	DSA Close Out: N/A

2. PARKING STUDY

	Original	Revision	Total
Project Budget:	\$200,000	-	\$200,000
State Match:	-	-	-
Basic Aid Allocation:	\$200,000	-	\$200,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Budget approval obtained.

In Progress: *Consultant selection process: RFP is advertised and seven teams have submitted notice of interest.*

Recently Completed: *Advertise Request for Proposals.*

Focus: To assess current parking issues district-wide and establish standards.

Project Start: June 2015	Scheduled Finish: March 2016
Projected Finish: March 2016	DSA Close Out: N/A

3. SUSTAINABILITY STUDY

	Original	Revision	Total
Project Budget:	\$200,000	-	\$200,000
State Match:	-	-	-
Basic Aid Allocation:	\$200,000	-	\$200,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: To create sustainability standards district wide.

Project Start: TBD	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: N/A

4. ADA TRANSITION PLAN

	Original	Revision	Total
Project Budget:	\$400,000	-	\$400,000
State Match:	-	-	-
Basic Aid Allocation:	\$400,000	-	\$400,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Project Initiation

In Progress: A RFQ&P for a Certified Access Specialist consultant underway.

Recently Completed: *Receipt of one proposal. Rejected. Revised RFQ&P advertised.*

Focus: Obtain specialist to aid in the development and implementation of an access transition plan district wide.

Project Start: August 2015	Scheduled Finish: June 2017
Projected Finish: June 2017	DSA Close Out: N/A

Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.html>.

Definitions:

Project Start:	Month Architect/Consultant(s) are brought on board for design of project
Scheduled Finish:	Assumed duration of project depending on variables, such as agency review, etc. outside District and consultant control
Projected Finish:	Identified finish at the time of the report
DSA Close Out:	The process of sending required documents to DSA to obtain project certification.

Note: When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year 2016-2017. (FUSION is the State Chancellor's Office database for Capital Outlay.) The word "Anticipated" is included in project budget table when money has not yet been allocated but the amount has been identified by the state.

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.



IRVINE VALLEY COLLEGE

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TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President 

DATE: September 17, 2015

SUBJECT: **President's Report for the September 28, 2015 Board of Trustees Meeting**

IVC Commemorates 9/11

On September 10, Irvine Valley College (IVC) held its annual 9/11 ceremony to commemorate the fatal attacks that took place on September 11, 2001. This year's program focused on educating students and the local community about how the tragic events took place, while also discussing the ways in which our nation has changed in the aftermath of the attacks. Vocalist Tim Kepler sang the national anthem and "Proud to be an American." Guest speaker Martha Daniel, founder, president and CEO of Information Management Resources, Inc. (IMRI), offered remarks on how our nation has dealt with safety and security in the aftermath of 9/11. All of the past participants including the OC Sheriff's Department, the Irvine Police Department, the Orange County Fire Authority, the City of Irvine and Doctor's Ambulance were recognized for their continued efforts to support the college's commemoration event. Dr. Matthew Tresler, Irvine Valley College Choral Director, performed "God Bless America." South Orange County Community College District Chancellor Gary Poertner welcomed those in attendance, along with IVC President Dr. Glenn Roquemore. IVC Vice President for Student Services Linda Fontanilla served as Master of Ceremonies. The ceremony also included a moment of silence in commemoration of the lives lost on this day. In addition to the ceremony, IVC featured a memorial exhibit in the Performing Arts Center Lobby from Tuesday, September 8 through Friday, September 11 for students, faculty, staff and community members to visit.

ATEP Hosts STEM Open House

IVC's ATEP campus hosted the Institute of Electrical and Electronics Engineers (IEEE) the S.T.E.M. (Science, Technology, Engineering & Math) open house and barbeque held Saturday, September 12. The event showcased IVC's programs in biotechnology, engineering, laser technology, digital media arts and immersive media arts, design model making and rapid prototyping, and robotics. Food, fun, games, and raffle prizes were offered to those who attended.

Meet the College Administration and Welcome Week

IVC students met President Roquemore (and other IVC administrators) on August 25 for donuts and coffee in the Student Services Center Quad. Over 31 dozen donuts were consumed during the event. Welcome week took place August 24-27, providing students with entertainment, free food, and games. Club Day took place during Welcome Week as well.

President Roquemore Gives 2015 Awards

President Glenn Roquemore awarded the 2015 President's Awards at the IVC President's Opening Session on August 10. The administration award was presented to Corine Doughty in recognition of her leadership in developing ATEP and strong CTE and workforce programs; manager category was presented to Sandy Jeffries in recognition of her sustained dedication of your time and insistence on high standards and quality; and the manager award was also given to Ruben Guzman in recognition of his outstanding ability to maintain thousands of students records and statistics in an accurate and confidential manner. The faculty awards were presented to Rebecca Beck and Jeff Wilson in recognition of their collaboration to improve ESL assessment, English and reading diagnostic procedures, and alignment of the English Basic Skills pathway. The part-time faculty award was given to Brian Monacelli for excellence in developing IVC's Laser and Photonics Technology program. The classified award was given to Janice Brown in recognition of her sustained dedication to evolving and improving the Success Center under extraordinary circumstances.

IVC Welcomes California State Treasurer John Chiang

California State Treasurer John Chiang gave a lively and well-received presentation on the budget Tuesday, August 25. The event hosted by the IVC Accounting Society and School of Business Sciences was spearheaded by IVC Assistant Professor Bennet Tchaikovsky, CPA, Esq.

Faculty & Guest Artist Recital

On August 29, IVC hosted its Faculty & Guest Artist Recital in the Performing Arts Center. Featured performers included David Lisker, violin, Joon Sung Jun, cello, and Susan Boettger, piano. They performed highlights from the trio repertoire: Beethoven, Mendelssohn, Brahms Schubert and Dvorak. Theatre Production Manager, Patric Taylor narrated the performance.

IVC Receives AANAPISI Grant

IVC is now an Asian American and Native American Pacific Islander (AANAPISI) serving institution. This program provides grants and related assistance to Asian American and Native American Pacific Islander-serving institutions to enable such institutions to improve and expand their capacity to serve Asian Americans and Native American Pacific Islanders and low-income individuals. IVC was recently informed that it was awarded a \$1.5 million grant to support the program.

Community Outreach Mixer

On October 22, IVC will hold a community outreach mixer, inviting the local businesses visited for last year's Mega Outreach event to the campus. At the mixer, guests will be able to eat appetizers, mingle with college faculty, staff and administrators, while also learning about the program offerings of IVC. The community outreach mixer will mark the celebration of 30 years of student success, business and community partnerships.



SADDLEBACK COLLEGE

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TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for September 28, 2015 Board of Trustees Meeting

The President's State of the College Breakfast was held on Thursday, September 24th, with more than 100 guests in attendance to hear about the college's economic and workforce development plan, the top 10 goals for the year, and other priorities. The guests included local elected officials, representatives of business and industry, and college administrators and faculty. Thank you to the members of the Board of Trustees who were in attendance.

To remember and honor those we lost in the terrorist attacks of September 11, 2001, the Saddleback College Police Department coordinated a commemoration ceremony, which was held at the Saddleback College Veterans Memorial, on Friday, September 11th. Thank you to Lieutenant Michael Betzler who expertly led the ceremony. Speakers included Orange County Fire Battalion Chief Cliff Bramlette and United States Marine Corps Sergeant Juan Valdez. The national anthem was performed by Erin Long, senior administrative assistant in student development; and Sheriff Explorer Post 449 led the presentation of colors.

Office of Instruction

Fine Arts and Media Technology - On September 14th, the Saddleback College Art Gallery presented *Marmo A Mano: Sculpture by Béla Bácsi* and continuing through October 8th. An Artists' Reception was held on September 10th and a special free event with an artist's stonecarving demonstration and lecture was held on Saturday, September 12th. On September 10th, Kirill Gliadkovsky and cellist Kyung Eun Choi presented a "Mostly Russian" recital performing a stunning concert featuring Russian composers including Rachmaninoff, Tchaikovsky, and Scriabin to name a few. On September 14th, Jazz Studies presented the Jonathan Rowden Jazz Trio in the McKinney Theatre. On September 20th, Reflections of the Ocean Classical Keyboard Series presented Russian concert pianist Vladimir Khomiakov in the McKinney Theatre. On September 19th, Randy Pile presented a classical guitar concert featuring the music of Joaquin Rodrigo and Leo Brouwer in the McKinney Theatre. Also in September, Fine Arts partnered with the Mission Viejo Cultural Arts Committee and the Mission Viejo Friends of the Arts to bring arts awareness to the City of Mission Viejo and Saddleback College with the art installation of *Wonder* that currently adorns the amphitheater between Fine Arts and the Learning Resource Center (LRC).

Office of Student Services

The Transfer Center hosted their Transfer Day College Fair. 70 school representatives answered students' questions and provided information about their campuses.

The Transfer Center conducted workshops on the UC system, CSU system, UCLA, USC, the common application, and Transfer Admission Guarantee.

Transfer Center Counselors attended the UC and CSU Counselors Conference.

The following colleges/universities visited the Transfer Center: UC Irvine, Chapman, UCSD, and Johnson and Wales.

The Transfer Center invited community and education partners to a Teacher Preparation Pipeline (TPP) Advisory Board Meeting on September 17.

The Transfer Center Counselors participated in two class visit presentations.

The new CLASE (Chicano/a-Latino/a Access, Success & Empowerment) Transfer Mentor Program attended the Bienvenida Event and hosted a tour of CSU Fullerton on September 15.

The Saddleback College VETS Program hosted the 7th Annual VETS Program Resource Fair on Wednesday, September 16th from 10-1pm on the quad. Saddleback College student veterans, active duty personnel, and military family members in the community came to connect with resources that help veterans achieve their goals.