

Meeting of the Board of Trustees

October 26, 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** <u>two</u> 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).) (5 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. Lease of Property by District: Portion of Saddleback College site: Fowler Property Acquisitions, LLC (formerly MG Promenade Apartments LLC), 28032 Marguerite Parkway, Mission Viejo; Regarding price and terms of payment.
  - B. Lease of Property for District: 26300 La Alameda, Crown Valley Financial Plaza, Mission Viejo, CA 92692; Regarding price and terms of payment.
- 1.6 Conference with Legal Counsel (GC Section 54956.9) (1 case)
  - A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1) (1 case)

### RECONVENE OPEN SESSION: 6:30 P.M.

### 2.0 PROCEDURAL MATTERS

### 2.1 Actions Taken in Closed Session

2.2 Invocation

Α.

Led by Trustee Marcia Milchiker

2.3 **Pledge of Allegiance** Led by Trustee T.J. Prendergast

### 2.4 Recognitions: Speakers are limited to two minutes each.

leadership and dedication.

- Resolutions:
- 1. None
- B. Commendations:
  - Irvine Valley College President Glenn Roquemore will be commending: IVC students Nick Capobianco, Megan Francisco, Courtney Maroney, Berkeley Nguyen, Michael Ortega, Hyungki Park, Parmida Shariat, Tracy Tonnu, Christopher Tran, Christopher Villanueva and Justin Young in honor of their achievement in the 2015 UC Davis C-STEM RoboPlay Competition. Merry Kim, Project Director Career Technical Education at ATEP for organizing and coordinating the IVC Computer student teams' participation and Chan Loke, Computer Science Instructor for his
  - 2. Saddleback College President Tod Burnett will be commending: The marketing and communications staff who contributed to marketing initiatives that won medallion awards at the recent National Council on Marketing and Public Relations conference. The staff being commended are: Jennie McCue, Director of Marketing and Communications, Stephanie Reyna, New Media and Marketing Specialist, Donna Pribyl, Senior Graphic Designer, and Heather Siemon, Senior Graphic Designer.
  - 3. Saddleback College President Tod Burnett will commend the four former players and staff members who have been selected to be inducted into the California Community College Football Coaches Association Hall of Fame. Those inductees include legendary defensive coordinator and martial arts instructor Vince McCullough, and longtime offensive coordinator and National Champion head coach Bill Cunerty, former Saddleback administrator Bill Kelly, and record-setting tailback Toby Whipple.

#### 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 <u>REPORTS</u>

- 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 Saddleback College and Irvine Valley College: Update on Accreditation Activities

Saddleback College President Tod Burnett and Irvine Valley College President Glenn Roquemore will present information on the accreditation activities currently underway at the colleges.

### 5.0 CONSENT CALENDAR ITEMS

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

### 5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of a Regular Meeting held on September 28, 2015.

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

Approve revised instructional material and laboratory fees for 2015-2016.

### 5.3 Saddleback College: Forensics Team Out of State Travel

Approve the participation of the Saddleback College Speech & Debate Team and their coaches in the Hell Froze Over Tournament in Austin, TX at a cost not to exceed \$10,860.

5.4 SOCCCD: Saddleback College Sciences Building Project, DSA Inspector of Record Services Agreement, Amendment No. 1, LCC3 Construction Services, Inc.

Approve Amendment No. 1 to the agreement with LCC3 Construction Services, Inc. to provide DSA inspector of record services for the Saddleback

College Sciences Building project through May 1, 2016 in the amount of \$105,000, for a revised contract amount of \$420,360.

- 5.5 SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreement, Amendment No. 1, Advance Beauty College
   Approve the Saddleback College Cosmetology and Cosmetician (Esthetician) Amendments No. 1 to the agreements with Advance Beauty College to increase the hourly rate from \$4.50 to \$5.00 beginning November 1, 2015.
- 5.6 Saddleback College: Curriculum Revisions and Additions for the 2016-2017 Academic Year

Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.

5.7 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.

5.8 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.

5.9 SOCCCD: Budget Amendment: Adopt Resolution No. 15-39 to Amend FY 2015-2016 Adopted Budget

Adopt Resolution No. 15-39 to amend the FY 2015-2016 Adopted Budget.

- 5.10 SOCCCD: Use of the WSCA/NASPO Cisco Systems, Inc. Contract for Data Communications Products and Services Approve the use of Master Price Agreement No. AR233 awarded by the State of Utah, in association with the NASPO/WSCA, and approved for usage by the State of California pursuant to the California Participating Addendum No. 7-14-70-04.
- 5.11 SOCCCD: Auditing Services for FY Ending June 30, 2016, Amendment No. 1, Christy White Associates

Approve Amendment No. 1 in the amount of \$127,307 for a one year contract extension increasing the total contract amount to \$498,214.

- 5.12 **SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts** Approve Exhibit A authorizing individuals occupying the position listed on Exhibit B to be approved as presented.
- 5.13 SOCCCD: Approval of Order Form for Module for Employee Recruitment, Workday, Inc.

Approve the amendment to the Human Resource and Financial Software System Master Services Agreement with Workday, Inc. to include the additional order form for the Employee Recruitment Module, for the amount of \$126,000.

### 5.14 SOCCCD: Transfer of Budget Appropriations

For the current reporting period ending September 30, 2015

- 5.15 **SOCCCD: Purchase Orders and Checks** Ratify the purchase orders and checks as listed.
- 5.16 **SOCCCD: September 2015 Contracts** Ratify contracts as listed.

### 6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD: Letter of Intent to Establish Collaborative Operating Agreements for Radio Station Licensees between California State University, Northridge (KCSN) and Saddleback College (KSBR) Approve the draft Letter of Intent (LOI) Exhibit B, between SOCCCD and California State University Northridge and authorize staff to finalize the LOI and move into the next stages of negotiations.
- 6.2 SOCCCD: Saddleback College Sciences Building Project, Construction Management Services Agreement, Amendment No. 1, Kitchell CEM, Inc.

Approve Amendment No. 1 to the agreement with Kitchell CEM, Inc. to provide construction management services for the Saddleback College Sciences Building project through May 16, 2016 in the amount of \$186,872 for a revised contract amount of \$1,359,822.

6.3 SOCCCD: Saddleback College Technology and Applied Science Swing Space Project, Change Order No. 3, Solpac Construction, Inc. (dba Soltek Pacific Construction Company) Approve Board Change Order No. 3 in the amount of \$84,247 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 \$7,065,697.

### 6.4 SOCCCD: Saddleback College Technology & Applied Science Building Swing Space Project, Architectural Services Agreement, Amendment No. 8, R2A Architecture

Approve Amendment No. 8, in the amount of \$2,350 with R2A Architecture, for the Saddleback College Technology & Applied Science Building Swing Space project for a total fee of \$753,468.

6.5 Irvine Valley College: Grant Acceptance, U.S. Department of Education, Asian American Native American Pacific Islander Serving Institutions

### Program

Approve this award from the U.S. Department of Education for \$1,500,000.

6.6 SOCCCD: Irvine Valley College, Use of the Magnolia High School District Bid for Technology Equipment and Peripherals, CDW Government, LLC Approve use of the 2015 Technology Equipment and Peripherals bid, Project No. MSIT3, I-23-2014/15 between CDW Government, LLC and

Magnolia School District. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

- 6.7 SOCCCD: Irvine Valley College Liberal Arts Building Project, Board Change Order No. 5, Swinerton Builders Approve Board Change Order No. 5 to the agreement with Swinerton Builders for the Irvine Valley College Liberal Arts Building project and authorize staff to execute the corresponding change order, which will result in an increase of \$22,382, for a revised contract total of \$9,255,734, with no increase to the project duration.
- 6.8 SOCCCD: Irvine Valley College Life Sciences Building Project Architectural Services Agreement, Amendment No. 8, Dougherty + Dougherty Architects, LLP

Approve Amendment No. 8 in the amount of \$8,100 with Dougherty + Dougherty Architects, LLP for the Irvine Valley College Life Sciences Building project for a total fee of \$1,422,611.

6.9 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

Discuss and approve board policies presented.

6.10 SOCCCD: Board Policy Revision: BP-3501 Campus Security and Access, BP-5130 Financial Aid, BP-5408 Classroom Supervision, BP-6105 Graduation Requirements for Degrees and Certificates for Achievement

Accept for review and study.

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

Authorize payment to Trustee Whitt who was absent from the September 28, 2015 board meeting.

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

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

6.13 **SOCCCD: Academic Personnel Actions – Regular Items** Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Title Change of Full-time Academic Faculty Positions, Workload Banking.

### 6.14 SOCCCD: Classified Personnel Actions – Regular Items

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

- 6.15 SOCCCD: SOCCCD 2016-17 Full-Time Faculty Hiring Approve Saddleback College and Irvine Valley College Full-time Faculty hiring lists
- 6.16 **SOCCCD: Faculty Association Academic Employee Master Agreement** Approve tentative Agreement between District and the SOCCCDFA for the period July 1, 2014 through June 30, 2018.

### 7.0 <u>REPORTS</u>

- 7.1 **SOCCCD: 2016 Teachers of the Year Recognition Ceremony** Dr. Karah Street, biology instructor from Saddleback College, was named Orange County Community College Professor of the Year and is one of five finalists who will be honored at the Orange County Teachers of the Year ceremony on November 10, 2015 at the Disneyland Hotel.
- 7.2 **Saddleback College and Irvine Valley College: Speakers** A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.3 **SOCCCD: HR/Financial Software System (Workday) Project Update** Status of HR/Financial Software System project as of October 2015.

### 7.4 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

- 7.5 **SOCCCD: Monthly Financial Status Report** The reports display the adopted budget, revised budget and transactions through September 30, 2015.
- 7.6 **SOCCCD: Quarterly Financial Status Report** The report is for the period ending September 30, 2015.

- 7.7 **SOCCCD: Facilities Plan Status Report** Status of current construction projects.
- 7.8 **SOCCCD: Retiree (OPEB) Trust Fund** Report for the period ending September 30, 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.

**TO:** Board of Trustees

- **FROM**: Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Update on Accreditation Activities
- ACTION: Discussion

#### BACKGROUND

In preparation for the spring semester 2017 accreditation team site visits, Saddleback College and Irvine Valley College have formed committees and begun work on their accreditation self-study.

### <u>STATUS</u>

Dr. Tod A. Burnett, President, Saddleback College, and Dr. Glenn R. Roquemore, President, Irvine Valley College, will present information on the accreditation activities currently underway at the colleges.



## Accreditation

Joint Report to SOCCCD Board of Trustees Irvine Valley College Saddleback College October 26, 2015

# Accreditation

- A process of validation in which colleges, universities and other institutions of higher learning are evaluated.
- The standards for accreditation are set by a **peer review** board whose members include faculty and administrators from various accredited colleges.
- The Accrediting Commission for Community & Junior Colleges, Western Association of Schools and Colleges (ACCJC) will be conducting a **site visit** to IVC in **Spring 2017**.
- In preparation for that site visit, IVC must conduct and write a self evaluation, following guidelines set by the ACCJC in the Guide to Evaluating and Improving Institutions.



# **Accreditation Standards**

- **Standard I:** Mission, Academic Quality, Institutional Effectiveness, Integrity
- Standard II: Student Learning Programs, Support Services
- Standard III: Resources
- Standard IV: Leadership, Governance



# New Accreditation Standards: Key Overall Changes

- Simplified format
- Reduced redundancies
- Linked with Eligibility Requirements
- Emphasis on results (student achievement)
- Improvement throughout the institution
- New section in Standard I on Institutional Integrity
- Emphasis on improvement vs compliance
- 7-year cycle
- Quality Focus Essay (QFE)



# New Accreditation Standards: Key Overall Changes

- An evolution of expectations:
  - To be more proactive
  - To focus on results
  - To move toward continuous quality improvement
  - To impact student learning and student achievement



# New Accreditation Standards: Standard IV

Changed from two sections to four: ✓ Decision Making Roles and Processes

- ✓ Chief Executive Officer\*
- ✓ Governing Board\*
- ✓ Multi-College Districts or Systems\*



\*Formerly combined into a single section

# **Standard IV: Overview**

## **Governing Board: 13 Areas**

- 1. Responsibility for quality, integrity, effectiveness and financial stability.
- 2. Acting as a collective entity
- 3. Adheres to clearly defined policies
- 4. Maintenance of independence
- 5. Policy and mission consistency
- 6. Published policies
- 7. Action consistent with policy



# **Standard IV: Overview**

## Governing Board: 13 Areas (cont.)

- 8. Student success and academic quality
- 9. Board development and training
- 10.Board evaluation
- 11.Board ethics
- 12. Delegation to CEO
- 13.Support for accreditation



# Standard IV: A closer look...

 IV.C.1: The institution has a governing board that has authority over and responsibility for policies to assure the academic quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. (ER 7)



 IV.C.2: The governing board acts as a collective entity. Once the board reaches a decision, all board members act in support of the decision.

# Standard IV: A closer look...

- IV.C.4: The governing board is an independent, policy-making body that reflects the public interest in the institution's educational quality. It advocates for and defends the institution and protects it from undue influence or political pressure. (ER 7)
- IV.B.5: .... The governing board has **ultimate responsibility for educational quality**, legal matters, and **financial integrity and stability**.



# **Standard IV: Overview**

# **Multi-College Districts: 7 Areas**

- 1. CEO leadership
- 2. Delineation of district and college functions
- 3. Resource allocation
- 4. Delegation of authority to college CEOs
- 5. Integrated college-district planning
- 6. Timely, accurate and complete communication
- 7. Regular evaluation of district-college roles, governance and decision-making



# **Irvine Valley College**





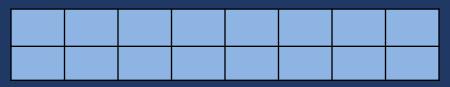
## Accreditation Oversight Work Group

- Function: coordinating activities
- Members:
  - Kathy Schmeidler (Co-Chair)
  - Craig Hayward (Co-Chair)
  - Cheryl Delson
  - Vince Cooper
  - Bill Etter
  - Traci Fahimi
  - Craig Justice

## Strategic Planning and Accreditation Council (SPAC)

Accreditation Oversight Work Group (AOWG)

### **16 Standards & Subsections Work Groups**





# Accreditation: Who's Involved

- 16 work groups
- 72 members -- so far -- and growing
- Members drawn from
  - Administration/Managers
  - Faculty
  - Classified staff
  - Police
  - Students ASIVC
  - District





# Intranet Site & Evidence Repository

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Add document



# Fall 2015 Activities

Flex Week **Accreditation Kick-Offs Accreditation Update** Monday, 10 Aug **Accreditation Think Tank** Thursday, 13 Aug **Workgroup Mini Retreats** September 11 (Standards II & IV) September 18 (Standards I & III)

## Section & Subsection Workgroup Meetings

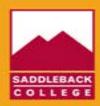
Ongoing, frequent meetings scheduled as needed by chairs.

Focus on gathering evidence & creating outlines of self-evaluation sections.

## AOWG

Meets twice per month. Monitors progress, guides practice.

# **Saddleback College**



## **Steering Committee**

<u>Charge</u>: Provide overarching feedback, guidance, and leadership to Steering Committee Tri-Chairs and Standard Group Co-Chairs in completion of 2016 ACCJC Self-Study. Provide regular updates to and solicit feedback from constituency groups. (Meets twice a month)

### Members: College, District Services, Faculty, Staff, Management, and Student Reps

Tod Burnett	Bob Cosgrove (Chair)	Juan Avalos (Chair)	Paul Bonkowski (Chair)		
Debra Fitzsimons	Tere Fluegeman	Denice Inciong	Carol Hilton		
Kathy Werle	erle Kim d'Arcy Ken Brady		Nicole Ortega		
Diane Pestolesi	Suki Fisher	Jenny Langrell	Roxanne Metz		
Frank Gonzalez	Anthony Teng	Scott Greene	Don Mineo		
Gaurav Singh					



**Standard Group I: Mission, Quality, Effectiveness, and Integrity** <u>Charge</u>: Review standard, assess compliance, education college community, raise issues where gaps exist, collect evidence, and draft self-study response for Standard I. (Meets twice a month)

### Members: Faculty, Staff, Management, and Student Representatives

Diane Pestolesi (Chair)	Barbara Cox (faculty)	Maria Mayenzet (faculty)			
Pat McGinley (faculty)	Heidi Ochoa (faculty)	Kim Stankovich (faculty)			
Estella Castillo-Garrison (dean)	Cadence Wynter (dean)	Christina Hinkle (director)			
Ed De La O (director)	Nicole Ortega (director)	Apryl Boyd (student)			
(soliciting staff involvement)	(soliciting staff involvement)				

**Note:** Academic Senate approve faculty participants, ASG appoint student rep, CSEA and Classified Senate soliciting staff involvement. Work group is open to all interested participants.



**Standard Group II: Student Learning & Support Services** <u>Charge</u>: Review standard, assess compliance, educate, raise issues, collect evidence, and draft Standard II response. (Meets twice a month)

### **Members:** Faculty, Staff, Management, and Student Representatives

Jennifer Langrell (Co-Chair)	Suki Fisher (Co-Chair)	Kathy Werle (VP Instruction)				
Ann Marie Breslin (faculty)	Claire Cesareo (faculty)	Kim Branch-Stewart (faculty)				
Bruce Gilman (faculty)	Wendy Gordon (faculty)	Jennifer Hedgecock (faculty)				
Sharon Nussenbaum (faculty)	Carolyn Seaman (faculty)	Evamarie Rodriguez-Morris (faculty)				
Penny Skaff (faculty)	Barbara Cox (faculty)	Leslie Humphrey (director)				
Marina Aminy (dean)	Chris Alvarado (dean)	Donna Rane-Sozstak (dean)				
Kevin O'Conner (dean)	Terence Nelson (dean)	Valerie Senior (staff)				
Cora Swanson (staff)	Shouka Torabi (staff)	Akhter Khaver (staff)				
Vivian Nguyen (staff)	Brian Denney (student)					



**Standard Group III: Resources (human, fiscal, facilities, technology, etc.)** <u>Charge</u>: Review standard, assess compliance, education college community, raise issues where gaps exist, collect evidence, and draft self-study response for Standard III. (Meets twice a month)

Members: Faculty, Staff, Management, Student, and District Services Reps.					
Roxanne Metz (Chair)	Carol Hilton (VP Admin Srvs)	Tere Fluegeman (DS)			
Denice Inciong (DS)	Michael James (director)	Anthony Maciel (director)			
Pat Higa (Chief of Police)	Bart McHenry (dean)	Jennie McCue (director)			
Sheri Wenzel (staff)	Catherine Arreguin (staff)	Shouka Torabi (staff)			
(soliciting faculty involvement)	(soliciting faculty involvement)	Pasha Beglar (student)			

**Note:** Academic Senate approved faculty participants, ASG appointed student rep, CSEA and Classified Senate identified reps. Work group is open to all interested participants.



## **Standard Group IV: Leadership and Governance**

<u>Charge</u>: Review standard, assess compliance, education college community, raise issues where gaps exist, collect evidence, and draft self-study response for Standard IV. (Meets twice a month)

Members: Faculty, Staff, Management, Student, and District Services Reps.					
Frank Gonzalez(Co-Chair)	Anthony Teng (Co-Chair)	Dan Walsh (faculty)			
Kim d'Arcy (faculty)	(soliciting faculty involvement)	Denice Inciong (DS)			
Chris McDonald (dean)	John Ozurovich (director)	Audra DiPadova (director)			
Sophie Miller-Gilland (mgr)	Jan Mastrangelo (staff)	Mike Sauter (staff)			
Sara Sheybani (staff)	Lucy Hendrix (student)				

**Note:** Academic Senate approved faculty participants, ASG appointed student rep, CSEA and Classified Senate identified reps. Work group is open to all interested participants.



# **Intranet Site & Evidence Repository**

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# **Fall Activities**

## Prof. Devo. Week Accreditation Kick-Off

(record turnout (40), IVC joined in)

## **Standing Updates**

Consultation Council, Management Team Meeting, President's Exec Team, and Academic Senate

## Presentations to Key Constituency Groups (16 presentations scheduled)

## Standard Group Meetings

Numerous, ongoing, frequent. Scheduled as needed by chairs. Gathering evidence, writing drafts.

## Steering Committee Meetings

Meeting about twice per month

Monitors progress, provide direction, identify appropriate college group to address issues, communicate to constituency groups.



# **Accreditation Timeline**

### Fall 2015

- Flex Week Kick-Offs
- Work Group Meetings
- Work Groups Produce
   Outline
- Work Groups Gather Evidence
- First Drafts of Narratives
- Presentations to Governance Groups

### Spring 2016

- Workgroups Gather Evidence
- Workgroups Finalize
   Narratives
- Oversight Group Compiles Full Draft of Self Evaluation

### Summer 2016

- Checking evidence
- Editing Self
   Evaluation

### Fall 2016

- College-wide Review
- Incorporate Feedback
- Create & Post Final Draft
- Move evidence and documents from intranet to "outside" website for site team
- Create hard copy archive of evidence

### Spring 2017

 Accreditation Site Visit
 Possible dates: Feb 27, 2015 OR March 6, 2017



# Questions

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

September 28, 2015 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

## MINUTES OF THE BOARD OF TRUSTEES' MEETING September 28, 2015

# PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

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

# ABSENT

Terri Whitt, Member Robert Bramucci, Vice Chancellor, Technology and Learning Services

# 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 <u>two</u> 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

On a 6-0 vote with Trustee Whitt absent, the board approved a general leave to a full-time classified employee on an eight-hour per week basis to perform the duties of a part-time counselor through the end of the fall 2015 semester. The employee will continue her role as a classified employee thirty two hours per week during this time.

# 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 Volley ball 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 <u>REPORTS</u>

- 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, presented 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.

Trustee Lang requested to pull items 5.8, 5.9, 5.10 and 5.13.

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

- 5.1 **SOCCCD**: Board of Trustees Meeting Minutes Approve minutes of a 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.

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

# 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.

Trustee Lang requested to combine approval and vote jointly on items 5.9 and 5.10.

On a motion made by Trustee Lang and seconded by Trustee Milchiker, these items were approved on a 6-0 vote.

- 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.

On a motion made by Trustee Lang and seconded by Trustee Jemal, this

item was approved on a 6-0 vote.

- 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.

Trustee Milchiker nominated Trustee Prendergast to serve as one of the three board representatives to the District Audit Committee, replacing former Trustee Padberg. Trustee Jemal seconded the motion. The board unanimously approved the nomination on a 5-0 vote with Trustee Prendergast abstaining.

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.

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

## 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.

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

## 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

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

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.

Acception review and study.

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

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.

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

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

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.

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

6.8 SOCCCD: ATEP Land Exchange Demolition, Notice of Completion, AMPCO Contacting, 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.

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

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.

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

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

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

## 6.11 SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Renovation Project, Hire Construction Manager, McCarthy Building Companies, Inc.

Space project for a total fee of \$751,118.

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.

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

## 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.

A Public Hearing was held to allow the District to enter into collective bargaining negotiations pursuant to the requirements of California Government Code 3547.

## 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.

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

# 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.

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

# 6.15 SOCCCD: Classified Personnel Actions – Regular Items

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Reorganization, Authorization to Change Classfied 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.

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

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

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

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

# 7.0 <u>REPORTS</u>

# 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 <u>two</u> 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 8:58 p.m. in memory of Saddleback College student Shayan Mazroei.

Gary L. Poertner, Secretary

то:	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.

# <u>STATUS</u>

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.

# SADDLEBACK COLLEGE 2015-2016 Revised Laboratory Fees

Course	Cat. I.D.	Title	Fee	Fee	Purpose
			Current	Proposed	-
KNES 86	675384.00	Backpacking	\$0.00	\$40.00	Compass, Maps, Water Bottles and Camping Expenses

Board of Trustees
Gary L. Poertner, Chancellor
Saddleback College: Forensics Team Out of State Travel
Approval

## BACKGROUND

Students serving our forensics team have achieved numerous successes that have contributed to the recognition of the College, the District, and the community. The Saddleback College Speech & Debate Team has competed at several tournaments throughout the state and across the country over the years.

# <u>STATUS</u>

Two faculty coaches plan to travel with up to eight students enrolled in SP 106 (Forensics Activity) to compete at the Hell Froze Over tournament held on January 15-18, 2016 in Austin, TX. This tournament will incur entry and judging fees, lodging, transportation, and meals for students and coaches at a cost not to exceed \$10,860 in Exhibit A. Out of State Travel costs for the 2015-16 year will not exceed \$10,860. Expenses for this tournament will be funded by the General Fund and Foundation.

## RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the participation of the Saddleback College Speech & Debate Team and their coaches in the Hell Froze Over Tournament in Austin, TX at a cost not to exceed \$10,860 in Exhibit A.

South Orange County Community College District

## SADDLEBACK COLLEGE

# HELL FROZE OVER FORENSICS TOURNAMENT

LOCATION: Austin, TX

DATES: Jan 15-18, 2015

Up to 8 student Forensics Team members will be chosen to attend the event and will be accompanied by two faculty coaches.

Anticipated Expenses:

Per student:	
Registration	\$75.00
Airfare	\$550.00
Lodging (\$150/night x 3 nights, 3-4	\$150.00
students/room)	
Meals (\$35/day x 4 days)	\$140.00
Ground transportation	\$60.00
Checked bags	\$50.00
Total per student	\$1,025.00
x 8 students	\$8,200.00

Per faculty coach:	
Registration	\$0
Airfare	\$550.00
Lodging (\$150/night x 3 nights, 2 coaches rooms)	\$450.00
Meals (\$55/day x 4 days)	\$220.00
Ground transportation	\$60.00
Checked bags	\$50.00
Total per faculty coach	\$1,330.00
x 2 faculty coaches	\$2,660.00
Total for 8 Students and 2 Coaches	\$10,860.00

ITEM: 5.4 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Saddleback College Sciences Building Project, DSA Inspector of Record Services Agreement, Amendment No. 1, LCC3 Construction Services, Inc.
- **ACTION:** Approval

## BACKGROUND

On November 25, 2013, the Board of Trustees approved an agreement with LCC3 Construction Services, Inc., for the Saddleback College Sciences Building project for \$315,360. The original agreement provided for contract amendments, if necessary.

The DSA inspector of record services are on-going and will continue through project close out. A contract extension is necessary to address the increase in project duration and additional services related to DSA close out requirements.

## <u>STATUS</u>

LCC3 Construction Services, Inc. has agreed to extend DSA inspector of record services through project close out. The firm has requested an additional fee of \$105,000.

Staff recommends approval of Amendment No. 1 (EXHIBIT A) for an extension with a new completion date of May 1, 2016 in the amount of \$105,000 for a revised contract amount of \$420,360.

Basic aid funds are available within the existing project budget of \$67,358,000.

## RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) to the agreement with LCC3 Construction Services, Inc. to provide DSA inspector of record services for the Saddleback College Sciences Building project through May 1, 2016 in the amount of \$105,000, for a revised contract amount of \$420,360.

## AMENDMENT NO. 1 TO DSA INSPECTOR OF RECORD SERVICES AGREEMENT FOR SCIENCES BUILDING PROJECT SADDLEBACK COLLEGE

## October 26, 2015

**THIS AMENDMENT** shall modify the original agreement dated November 26, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and LCC3 Construction Services, Inc., PO Box 764, Rancho Cucamonga, CA 91729, hereinafter referred to as "CONSULTANT."

**WHEREAS**, Article 18 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article 4, paragraph 2 establishes the term of the agreement with completion by December 1, 2015; and

**WHEREAS**, Article 5, paragraph 1 establishes the compensation of the agreement at a total contract value of \$315,360; and

**WHEREAS**, the length of services has increased on the Sciences Building project for a total amount of \$105,000; and

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

Modify Article 4 to read, "CONSULTANT shall commence providing services under this AGREEMENT on or about November 26, 2013, and will diligently perform as required until completion of the project which is anticipated to be finished by May 1, 2016."

### PROVIDE ADDITIONAL DSA INSPECTION SERVICES

Amenument No. 1	<b>Total Contract Amount</b>	<u>\$103,000</u> \$420,360
Amendment No. 1		\$105,000
Original Contract Amount:		\$315,360

**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" LCC3 Construction Services, Inc.

By:\_\_\_

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

Ed Cunningham President and Managing Principal

Date:

ITEM: 5.5 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreement, Amendment No. 1, Advance Beauty College
- **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 an agreement with Advance Beauty College of Laguna Hills, California to June 30, 2016, with options to renew for three additional one year terms for Cosmetology and Cosmetician (Esthetician) Education Services at Saddleback College.

## <u>STATUS</u>

Saddleback College requested the District modify the terms increasing the hourly rate from \$4.50 to \$5.00 beginning November 1, 2015.

Money is available in the College's General Fund budget to address the additional cost which is anticipated at \$50,000 for an annual total cost for both contracts estimated at \$400,000.

## RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College Cosmetology (EXHIBIT A) and Cosmetician (Esthetician) (EXHIBIT B) Amendments No. 1 to the agreements with Advance Beauty College to increase the hourly rate from \$4.50 to \$5.00 beginning November 1, 2015.

## AMENDMENT NO. 1 TO VOCATIONAL COSMETOLOGY EDUCATION SERVICES CONTRACT FOR SADDLEBACK COLLEGE October 26, 2015

**THIS AMENDMENT** shall modify the original agreement executed July 1, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Advance Beauty College located at 23533 McIntyre Street, Laguna Hills, CA 92653 (949) 951-8883, hereinafter referred to as "CONTRACTOR".

**WHEREAS,** Article 3 of the original contract establishes that the contract may be amended and/or extended by mutual consent of the parties hereto; and

**WHEREAS,** Article 4.3 establishes that the parties will review the hourly rate identified in the compensation and tuition portion of this agreement annually and any modification must be identified as a contract amendment; and

**WHEREAS,** Article 6.1 establishes the compensation at \$4.50 for each hour of approved attendance by authorized students of the District covered by this contract; and

WHEREAS, Both parties agree to an increase in the compensation to \$5.00 for each hour of approved attendance by authorized students of the District effective November 1, 2015 covered by this contract; and

NOW, THEREFORE, the parties agree to modify the original contract as follows;

1. Article 6.1 shall be revised to read:

<u>Compensation</u>. The DISTRICT shall pay to the CONTRACTOR **\$5.00** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.

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

"DISTRICT" South Orange Community College District "CONTRACTOR" Advance Beauty College

By:\_\_\_\_

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

Linh Nguyen Vice President

Date:\_\_\_\_\_

Date:

## AMENDMENT NO. 1 TO VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES CONTRACT FOR SADDLEBACK COLLEGE October 26, 2015

**THIS AMENDMENT** shall modify the original agreement executed July 1, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Advance Beauty College located at 25322 McIntyre Street, Laguna Hills, CA 92653 (949) 951-8883, hereinafter referred to as "CONTRACTOR".

**WHEREAS,** Article 3 of the original contract establishes that the contract may be amended and/or extended by mutual consent of the parties hereto; and

**WHEREAS,** Article 4.3 establishes that the parties will review the hourly rate identified in the compensation and tuition portion of this agreement annually and any modification must be identified as a contract amendment; and

**WHEREAS,** Article 6.1 establishes the compensation at \$4.50 for each hour of approved attendance by authorized students of the District covered by this contract; and

**WHEREAS,** Both parties agree to an increase in the compensation at \$5.00 for each hour of approved attendance by authorized students of the District covered by this contract; and

NOW, THEREFORE, the parties agree to modify the original contract as follows;

1. Article 6.1 shall be revised to read:

<u>Compensation</u>. The DISTRICT shall pay to the CONTRACTOR **\$5.00** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.

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

"DISTRICT" South Orange Community College District

"CONTRACTOR" Advance Beauty College

By:\_\_\_\_\_

By: \_\_\_\_\_

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services\_ Linh Nguyen Vice President

Date:\_\_\_\_\_

Date: \_\_\_\_\_

то:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	Saddleback College: Curriculum Revisions and Additions for the 2016-2017 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.

# <u>STATUS</u>

Saddleback College (SC) proposes revisions and additions to the curriculum of the College. Exhibit A includes a new Occupational Skills Award and a new Certificate of Achievement. Exhibit B includes revised courses for academic year 2016-17. 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 2016-17 academic year at Saddleback College as listed in Exhibits A and B.

## SADDLEBACK COLLEGE NEW PROGRAMS ACADEMIC YEAR 2016-2017

Exhibit A 1 of 2 pages

<u>NEW</u>

**Occupational Skills Award for Eating Disorders Studies** 

The Eating Disorders Studies (EDS) Occupational Skills Award offers three primary, nationally recognized eatingdisorders courses that are considered fundamental to the attainment of requisite knowledge and skills in the treatment of eating disorders. Students will gain the knowledge, training, and skills needed to identify, assess, and refer affected individuals to appropriate treatment. Upon successful completion of the Eating Disorders Studies Occupational Skills Award, students will gualify to apply for certificates or credentials offered by the International Association of Eating Disorders Professionals and/or other certifying organizations such as the California Association for Alcohol and Drug Educators (CAADE) and the Breining Institute. The Eating Disorders Studies (EDS) Occupational Skills Award is a complement to any or all of the four Human Services certificates (Alcohol and Drug Studies, Generalist, Community- Based Corrections, and the Mental Health Worker). There are no prerequisites for these courses.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Qualify for credentials or certificates offered by the International Association of Eating Disorders Professionals and/or other accredited organizations such as the California Association for Alcohol and Drug Educators (CAADE) or the Breining Institute.
- <u>Demonstrate an awareness of the various</u> diagnosable eating disorders as outlined in the <u>American Psychiatric Association's Diagnostic and</u> <u>Statistical Manual of Mental Disorders (DSM) 5.</u>
- <u>Recognize signs and symptomology of eating</u> <u>disorders and engage in effective intervention</u> <u>and appropriate referrals for the treatment of</u> <u>eating disorders.</u>

Course ID	Title	<u>Units</u>
<u>HS 181</u>	Introduction to Eating Disorders	3
<u>HS 184*</u>	Medical Aspects of Eating Disorders	3
<u>HS 185*</u>	The Background and Treatment of	
	Eating Disorders	3

Total Units for this Award 9

<u>\*Course has a prerequisite, corequisite, limitation, or</u> recommended preparation; see course description.

## SADDLEBACK COLLEGE NEW PROGRAMS ACADEMIC YEAR 2016-2017

Exhibit A 2 of 2 pages

#### New

#### Water Resources and Conservation Certificate

Water Resources and Conservation provides students with an integrated background and critical knowledge of water resources and conservation issues. Students will gain skills and practical application of those skills to design, implement, and evaluate water conservation programs that address current and future water issues at a local, national, and global level. The program combines classroom, laboratory, and field study instruction providing students with a well-rounded preparation in the water resources and conservation field. The goal of the program is to train and prepare students for a career in the water resources specialists, or as water resources specialists and technicians. The program will also prepare students for water conservation certification examinations administered by professional associations within the water industry.

Students who complete this program will be able to:

- Design, implement, evaluate and market water conservation programs to a broad audience.
- Evaluate water usage patterns for rural, urban, residential, and commercial sites; recommend water efficiency measures as well as alternate water sources.
- <u>Understand water distribution, flow, and elimination</u> systems; basic hydraulics; quality issues; balance and time of use.
- Understand the many stressors to water accessibility and how they interact to affect supply and demand along with other issues.
- Monitor, collect, interpret and analyze data to evaluate
   effectiveness of programs and modify them over time.
- <u>Calculate water and cost savings and produce</u> <u>comprehensive cost/benefit analysis reports.</u>
- Develop basic knowledge of water resource economics and how economics relates to supply and demand.

Course ID	Title	Units
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ENV 40	Environmental Law and Policy	3
ENV 105*	Environmental Studies Internship	2
ENV 123	Water and Soil Conservation	3
ENV 140	Water Quality and Monitoring	3
ENV 141	Water Resources and Management	4
CWE 180	Co-Op-Ed Environmental Studies	1

<u>Total 22</u>

<u>\*Course has a prerequisite, corequisite, limitation, or</u> recommended preparation; see course description.

## SADDLEBACK COLLEGE PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2016-2017

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				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
BS	ACCT 216	615000.00	INDIVIDUAL INCOME TAX	cat desc, sch desc, moe, txt, val
БЭ	ACCT 210	615000.00		cat desc, sch desc, tps, lrng obj, moe, assign,
DC	BUS 1	500010.05	INTRO TO BUSINESS	txt
BS	B03 1	500010.05	INTRO TO BOSINESS	cat desc, sch desc, tps, Irng obj, moe, assign,
DC	DUIC 102	E00040.0E	<b>BUSINESS ENGLISH</b>	
BS	BUS 103	500040.05	HUMAN RESOURCES AND	txt cat desc, sch desc, tps, Irng obj, moe, assign,
DC		450162.00		
BS	BUS 223	450163.00	EMPLOYMENT LAW	txt
БС	דרר זוום	450205.00	FINANCING THE ENTREPRENEURIAL BUSINESS	cat doss sch doss Irng abi mag assign tut
BS	BUS 237	450205.00		cat desc, sch desc, Irng obj, moe, assign, txt
DC		002202.00	MS SQL SERVER BUSINESS	de
BS	CIMP 240	992302.00	INTELLIGENCE DEV/T-SQL	dc
NACE		144400.05		cat desc, sch desc, tps, Irng obj, moe, assign,
MSE	BIO 12	144100.05	HUMAN PHYSIOLOGY	txt, val

## SADDLEBACK COLLEGE PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2016-2017

				cat desc, sch desc, tps, Irng obj, moe, assign,
SBS	ANTH 1	30010.00	<b>BIOLOGICAL ANTHRO</b>	txt
				cat desc, sch desc, tps, Irng obj, moe, assign,
SBS	ANTH 1L	430508.00	BIO ANTH LAB	txt, val
SBS	ANTH 2	30030.00	CULTURAL ANTHROPOLOGY	cat desc, sch desc, Irng obj, moe, assign, txt
SBS	ANTH 3	30050.00	CULTURE AND LANGUAGE	sch desc, tps, Irng obj, moe, assign, txt, val
				ti fr NATIVE AMERICAN INDIAN CULTURES
				to <b>NATIVE AMERICAN CULTURES,</b> cat desc,
SBS	ANTH 4	30060.00	NATIVE AMER IND.CULTR	sch desc, tps, Irng obj, moe, assign, txt
SBS	ANTH 6	30090.00	GLOBAL ISSUES IN ANTH	sch desc, Irng obj, assign, moe, txt, val
				ti fr INDIANS OF SOUTHERN CALIFORNIA
				to NATIVE AMERICAN CULTURES OF
				SOUTHERN CALIFORNIA, cat desc, sch desc,
SBS	ANTH 7	30100.00	INDIANS OF SO CALIF	tps, Irng obj, moe, assign, txt
SBS	ANTH 8	431936.00	WORLD PREHISTORY	cat desc, sch desc, tps, moe, assign, txt
				cat desc, sch desc, tps, Irng obj, moe, assign,
SBS	ANTH 10	430507.00	CELTIC CULTURES	txt
SBS	ECON 2	248020.00	PRINCIPLES MACRO	tps, moe, assign, txt
SBS	GEOG 106	992642.00	DESERT REGIONS	cat desc, sch desc, tps, moe, assign, txt
			FIELD STUDIES OF MOUNTAIN	cat desc, sch desc, tps, Irng obj, assign, moe,
SBS	GEOG 107	992643.00	AREA	txt
				ti fr FIELD STUDIES OF WESTERN NORTH
				AMERICA to FIELD GEOGRAPHY, cat desc,
SBS	GEOG 108	992644.00	FIELD GEOGRAPHY	sch desc, tps, moe, assign, txt
				ti fr <del>WORLD HISTORY TO 1750</del> to <u>WORLD</u>
				HISTORY TO 1500, cat desc, sch desc, tps,
SBS	HIST 4	404010.00	WORLD HISTORY TO 1500	Irng obj, assign, moe, txt
				cat desc, sch desc, gr opt fr <del>letter Grade or</del>
			HISTORY OF THE UNITED	Pass/No Pass to Letter Grade only, tps, Irng
SBS	HIST 16	404060.00	STATES TO 1876	obj, assign, moe, txt
SBS	PS 1	710010.05	AMERICAN GOVERNMENT	cat desc, sch desc, tps, Irng obj, txt
			COMPARATIVE POLITICS AND	
SBS	PS 12	710090.00	GOVERNMENT	tps, assign
				cat desc, sch desc, tps, Irng obj, assign, moe,
SBS	PS 14	710120.00	INTERNATIONAL RELATIONS	txt

TO:	Board of Trustees
10.	Dualu ul Husiees

- **FROM:** Gary L. Poertner, Chancellor
- **RE:** Irvine Valley College: Curriculum Revisions for the 2015-2016 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.

## <u>STATUS</u>

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.

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
	-			coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				reactv=course reactivation
	<u> </u>			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
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Exhibit A Page 2

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				nc: gr opt = not graded; hrs = 12 hrs lab;
				oe/oe; rec prep: Students should be literate
				in native spoken language, semi-literate in
				native written language; rpt = 99; SAM code
LL	AESL 501	14559.00	Beginning Adult ESL Level I	= E; units = 0
				nc: gr opt = not graded; hrs = 12 hrs lab;
				oe/oe; rec prep = AESL 501 or by ESL
				assessment; rpt = 99; SAM code = E; units =
LL	AESL 502	14560.00	Beginning Adult ESL Level 2	0
				nc: gr opt = not graded; hrs = 12 hrs lab;
				oe/oe; rec prep = AESL 502 or by ESL
				assessment; rpt = 99; SAM code = E; units =
LL	AESL 503	14561.00	Intermediate Adult ESL Level 3	0
				nc: gr opt = not graded; hrs = 12 hrs lab;
				oe/oe; rec prep = AESL 503 or by ESL
	ş			assessment; rpt = 99; SAM code = E; units =
LL	AESL 504	14562.00	Intermediate Adult ESL Level 4	0
				nc: gr opt = not graded; hrs = 12 hrs lab;
				oe/oe; rec prep = AESL 504 or by ESL
				assessment; rpt = 99; SAM code = E; units =
LL	AESL 505	14583.00	Advanced Adult ESL Level 5	0

Units

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

SCHOOL OF BUSINESS SCIENCE

#### ACCOUNTING

Associate in Science and Certificate of Achievement

ACCOUNTING

Students majoring in accounting at Irvine Valley College focus on the fundamental and intermediate principles and practices of accounting. The training they receive is intended to prepare them to make critical decisions based on data contained in various financial reports and statements. It also prepares them for entry-level accounting positions in the public and private sector in such areas as banking, retail and wholesale trades, and government.

		Units
Complete the	following courses:	
ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4

Complete a minimum of four courses from the following: ACCT 204 Accounting Applications:

	<b>3 1</b>	
	QuickBooks	3.5
ACCT 112	.1 Spreadsheets I	1.5
CS 1	Introduction to Computer	
	Information Systems	3
MGT 1	Introduction to Business	3
MGT 12A	The Legal Environment of Busines	is 3
	Total Units	18.5-20.5

Recommended Electives: ACCT 114, 112,2; ECON 1,2; MGT 104, 120, 125, 203, 268.

Associate in Science and Certificate of Achievement

Students majoring in accounting at Irvine Valley College focus on the principles and practices of accounting. The training they receive is intended to prepare them to make critical decisions based on data contained in various financial reports and statements. It also prepares them for entry-level accounting positions in the public and private sectors in such areas as **service, merchandising, and manufacturing companies or transferring**.

		00
Complete the	following courses:	
ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4
Or		
ACCT 1BI	H Managerial Accounting Honors	4
MGT 104	<b>Business Communication</b>	3
Complete a m	inimum of <b>three</b> courses from the foll	owing:
ACCT 112	1 Spreadsheets I	1.5
CIM 107	Introduction to Personal	
	<b>Computer</b> Applications	3
or		
CS 1	Introduction to Computer	
	Information Systems	3
Or		
CS 1H	Introduction to Computer	
	Information Systems Honors	3
MGT 1	Introduction to Business	3
MGT 12A	The Legal Environment of Business	3
or		
MGT 12A	H The Legal Environment of	
	Business	3
	Total Units	18.5-20

Recommended Electives: ACCT 114, 112,2; ECON 1, 1H 2, 2H; MGT 120, 125, 203, 204.

#### SCHOOL OF LIFE SCIENCES AND TECHNOLOGY

#### BIOLOGY

#### Associate in Arts

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The requirements for majors in the life sciences are intended to provide a solid foundation for the student who wishes to pursue further study at the baccalaureate level and for come graduate-level programs. They are also intended for students who plan to enter a preprofessional or professional program in a health-related field. The faculty strongly recommends that students without a firm foundation in basic biological principles complete both Biology 93 and Biology 94 in preparation for the more specialized courses. In addition to the core courses for the major or health-related fields, an introduction to other sciences is usually recommended and necessary for more advanced study. The biology faulty therefore suggests that student complete appropriate courses in chemistry, physics, and mathematics concurrently with biology core courses. Students should refer to the requirements of prospective institutions or seek advice from a member of the biology faculty or a counselor before choosing electives. As the job market in the biological sciences and related fields changes, the faculty recommends that students also seek guidance as they select their electives.

		Units
Complete the	following courses:	
BIO-2	Principles of Botany	4
	-Principles of Zoology	4
<u>—BIO 6</u>	Cellular Biology	_3
-BIO-6L	Cellular Biology Laboratory	<del></del>
BIO 93	Integrated Biology: From DNA	
	To Organisms	4
<b>BIO 94</b>	From Organisms to Ecosystems	4
<b>BIO 97</b>	Genetics and Evolutionary Biology	3
<b>BIO 99</b>	Molecular Biology and Biochemistry	y 3
	-Molecular Biology Laboratory	<b></b> +

Select 3-6 units from the following courses to complete a total of 18 units. No more than 2 units may be selected from field courses/lab-research courses:

•	ub rescuren courses.	
BIO 11	Human Anatomy	4
<b>BIO 12</b>	Human Physiology	4
BIO 13	Lab Research	2
BIO 15	General Microbiology	5
BIO 19	Marine Biology	4
<b>BIO 30</b>	Marine Biology	4
<b>BIO 44</b>	Biology of Human Sexuality	3
	-Introduction to Ecology: Theory	
		<u>    4     </u>
<u></u>	Field Biology: Coastal Marine	
	_	
	Ecosystems	+
BIO-103		<u>→</u>
	•	
<b>BIO 104</b>	Field Biology: Mountain Ecosystems	
<b>BIO 104</b>	Field Biology: Mountain Ecosystems Field Biology: Desert Ecosystems	
	Field Biology: Mountain Ecosystems Field Biology: Desert Ecosystems Field Biology: Ecology and Natural	-1
	Field Biology: Mountain Ecosystems Field Biology: Desert Ecosystems Field Biology: Ecology and Natural History of National Parks	-1
	Field Biology: Mountain Ecosystems Field Biology: Desert Ecosystems Field Biology: Ecology and Natural History of National Parks Lab Research in Geological and	— <del>1</del> — <del>2/</del> 4
BIO 104 BIO 110 BIO 140 CHEM 1A	Field Biology: Mountain Ecosystems Field Biology: Desert Ecosystems Field Biology: Ecology and Natural History of National Parks Lab Research in Geological and Biological Sciences	<u>+</u> - <u>2</u> /4 - <u>1.5</u>
BIO 104 BIO 110 BIO 140 CHEM 1A	Field Biology: Mountain Ecosystems Field Biology: Desert Ecosystems Field Biology: Ecology and Natural History of National Parks Lab Research in Geological and Biological Sciences General Chemistry I	—1 —2/4 —1.5 5

#### Units

Complete the following courses:			
BIO 93	Integrated Biology: From DNA		
	To Organisms	4	
<b>BIO 94</b>	From Organisms to Ecosystems	4	
BIO 97	Genetics and Evolutionary Biology	3	
BIO 99	Molecular Biology and Biochemistry	3	

Select 6-10 units from the following courses to complete a total of 20-24 units:

aa oj 20-24		
BIO 11	Human Anatomy	4
BIO 12	Human Physiology	4
BIO 13	Lab Research	2
BIO 15	General Microbiology	5
BIO 19	Marine Biology	4
OR		
BIO 19H	Marine Biology Honors	4
BIO 30	Marine Biology	4
BIO 44	Biology of Human Sexuality	3
BIO 55	Introduction to Ecology: Theory	
	And Application	3
CHEM 1A	General Chemistry I	5
AND		
CHEM 1B	General Chemistry II	5
<b>CHEM 12</b> /	A Organic Chemistry	5
AND		
CHEM 12	B Organic Chemistry	5
	Total Units Required	20-24
	-	

#### SCHOOL OF MATH, COMPUTER SCIENCE, AND ENGINEERING

Computer Languages Associate in Science

Students may take individual courses to gain expertise in specific areas, or they may take courses collectively to earn the Associate in Science degree in Computer Languages. The major introduces a variety of programming languages and each language's many applications.

#### Complete the following courses:

CS 1	Introduction to Computer Systems	3
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#### Complete any four of the following courses:

	J	
CS 6A	Computer Discrete Mathematics I	3
CS 6B	Computer Discrete Mathematics II	3
<del>CS-10</del>	Introduction to Programming Using	
	Python	-3
CS 30	Visual Basic Programming	3
CS 36	C Programming	3
CS 37	C++ Programming	-3
<del>CS-38</del>	Java Programming	-3
CS 50	HTML/XHTML Programming	3
CS 131	Database Management Programming	3
Complete any	two of the following courses:	
CS 39	C3 Programming Using Microsoft.Net	: 3
CS 40A	Computer Organization and	
	Assembly Language I	3
CS 40B	Computer Organization and	
	Assembly Language II	3
CS 41	Data Structures	3
	Total Units:	21

Computer Science Associate in Science

The Computer Science Department in the School of Mathematics, Computer Science and Engineering conducts a program designed for students who are developing computer programming skills in preparation for transfer to a four-year college or university. Courses are intended to meet the needs of students at various levels of competence, from the novice to the expert. The department acquaints students with the presently available methods of computer science that are useful in solving problems of science, industry, and government; prepares students for the additional formal education and self-education required in this ever-developing field; and fosters students' abilities to solve computer science problems.

#### Complete the following courses:

CS 1	Introduction to Computer Systems	3
	Or	
CS 1H	Introduction to Computer Systems	
	Honors	3
CS 10	Introduction to Programming Using	
	Python	3
CS 37	C++ Programming	3
CS 38	Java Programming	3
Complete an	y four of the following courses:	
CS 6A	Computer Discrete Mathematics I	3
00 (0		~

CS 6A	Computer Discrete Mathematics I	3
CS 6B	Computer Discrete Mathematics II	3
CS 30	Database Management Programming	3
CS 36	C Programming	3
CS 39	C3 Programming Using Microsoft.Net	3
CS 40A	Computer Organization and	
	Assembly Language I	3
CS 40B	Computer Organization and	
	Assembly Language II	3
CS 41	Data Structures	3
CS 50	HTML/XHTML Programming	3
CS 131	Database Management Programming	3
	Total Units:	24

#### SCHOOL OF SOCIAL SCIENCE

#### ECONOMICS

#### Associate in Arts

Economics is the study of how people make choices when faced with scarcity. It is therefore the study of the process of decisionmaking by individuals, businesses, governments, or any other group that must make such choices, and the study of the institutional context in which these decisions are made. The department of economies offers courses that provide the lowerdivision requirements for students majoring in economies, business, computer science, and engineering, and also provide students majoring in other fields with an understanding of economic principles and a familiarity with the economic institutions that affect their lives. The courses offered by department meet general education and transfer requirements for economics, business, and social sciences

		Units
Complete the	following courses:	
ECON 1	Principles of Economics-Micro	3
ECON 2	Principles of Economics-Macro	3
ECON 6	Environmental and Resource	
	Economics	3
ECON 10	Statistics for Business and Economics	3
ECON 13	Global Economics	3
Complete on	e of the following courses:	
MATH 3A	Analytical Geometry and Calculus I	5
MATH 11	A Brief Course in Calculus	4
Complete on	e of the following courses:	
ACCT 1A	Financial Accounting	4
CS 1	Introduction to Computer Systems	3
ECON 105	5 Personal Financial Planning	3
MATH 3E	Analytical Geometry and Calculus II	5
	Total Units Required:	22-25

Recommended Electives: ACCT 1B, MGT 104, MATH 26, WR 2

Units		
Complete the	e following courses:	
ECON 1	Principles of Economics-Micro	3
	Or	
ECON 1H	I Principles of Economics-	
	Micro Honors	3
ECON 2	Principles of Economic-Macro	3
	Or	
ECON 2H	I Principles of Economics-	
	Macro Honors	3
ECON 6	Environmental and Resource	
	Economics	3
ECON 10	Statistics for Business and Economics	
ECON 13	Global Economics	3
•	e of the following courses:	
MATH 3A	A Analytical Geometry and Calculus I	5
MATH 3/	AH Analytical Geometry and	
	Calculus I Honors	5
MATH 11	A Brief Course in Calculus	4
•	e of the following courses:	
	Financial Accounting	4
CS 1	Introduction to Computer Systems	3
	OR	
CS 1H	Introduction to Computer Systems	
	Honors	3
	5 Personal Financial Planning	3
MATH 3E	3 Analytical Geometry and Calculus II	5
	OR	
MATH 3	BH Analytical Geometry and	
	Calculus II Honors	5
	Total Units Required:	22-25

Recommended Electives: ACCT 1B, ACCT 1BH, MGT 104, MATH 26, WR 2, WR 2H

#### SCHOOL OF HUMANITIES

#### ENGLISH: CREATIVE WRITING

Associate in Arts

Students majoring in English at the lower division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students who career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for transfer students intending upper division study in literature, criticism, or related fields.

English majors at Irvine Valley College may elect an emphasis either in literature or in writing. In both cases, students should complete both Writing 1 and Writing 2 in fulfillment of language and rationality requirements within the general education package. The faculty recommends that English majors do not select a literature course to meet the humanities requirement for general education, but explore related subjects in the humanities that may be of interest to them.

		Units
Complete th	he following courses:	
WR 2	College Writing 2: Critical Thinking/	
	Writing	4
WR 10	Introduction to Creative Writing	3
LIT I	Introduction to Literature	3
LIT 24	Contemporary Literature	3
<del>LIT 110</del>	Popular Literature	3
Complete 3	units from the following courses:	
WR 11	Writing Short Fiction	3
WR 13	-	3
Complete 3	8 units from the following courses:	
LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3
LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3
Complete 3	3 units from the following courses:	
LIT40	Introduction to the Hebrew Bible	
	(Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 43	Introduction to Shakespeare	3
	Total Units	25

Units		
Complete th	ne following courses:	
LIT I	Introduction to Literature	3
LIT 24	Contemporary Literature	3
WR 2	College Writing 2: Critical Thinking/	
	Writing	4
	OR	
WR 2H	College Writing 2: Critical Thinking/	
	Writing Honors	4
WR 10	Introduction to Creative Writing	3
Complete 3	units from the following courses:	
WR 11	Writing Short Fiction	3
WR 13	Writing Poetry	3
Complete 3	units from the following courses:	
LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3
LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3
Complete 3	units from the following courses:	
LIT40	Introduction to the Hebrew Bible	
	(Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 43	Introduction to Shakespeare	3
Complete a	ne of the following courses:	
LIT 7	Children's Literature	3
LIT 45	Women in Literature	3
LIT 47	Fable and Folktale	3
LIT 49	Popular Literature	3
	Total Units	25

#### SCHOOL OF HUMANITIES

#### ENGLISH: LITERATURE

Associate in Arts

Students majoring in English at the lower-division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students whose career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for transfer students intending upper division study in literature, criticism, or related fields.

English majors at Irvine Valley College may elect an emphasis either in literature or in writing. In both cases, students should complete both Writing 1 and Writing 2 in fulfillment of language and rationality requirements within the general education package. The faculty recommends that English majors do not select a literature course to meet the humanities requirement for general education, but explore related subjects in the humanities that may be of interest to them.

		Units			Units
Complete th	e following courses:		Complete the	e following courses:	
WR 2	College Writing 2: Critical		WR 2	College Writing 2: Critical	
	Thinking/Writing	4		Thinking/Writing	4
LIT 1	Introduction to Literature	3		OR	
LIT 46	Intercultural Literature	3	WR 2H	<b>College Writing 2: Critical</b>	
				Thinking/Writing	4
Complete 6	units from the following courses:		LIT I	Introduction to Literature	3
LIT 20	Survey of British Literature to 1776	3	LIT 46	Intercultural Literature	3
LIT 21	British Literature: Blake to the Prese	ent 3		,	
LIT 22	American Literature to Twain	3	Complete 6 i	inits from the following courses:	
LIT 23	American Literature: Twain to the		LIT 20	Survey of British Literature to 1776	3
	Present	3	LIT 21	British Literature: Blake to the Presen	nt 3
			LIT 22	American Literature to Twain	3
Complete 3	units from the following courses:		LIT 23	American Literature: Twain to the	
LIT 30	Introduction to the Novel	3		Present	3
LIT 31	Introduction to Short Fiction	3			
LIT 32	Introduction to Poetry	3	Complete 3 i	units from the following courses:	
LIT 33	Introduction to Drama	3	LIT 30	Introduction to the Novel	3
			LIT 31	Introduction to Short Fiction	3
Complete 3	units from the following courses:		LIT 32	Introduction to Poetry	3
LIT 40	Introduction to the Hebrew Bible		LIT 33	Introduction to Drama	3
	(Old Testament)	3			
LIT 41	Introduction to the New Testament	3	Complete 3	units from the following courses:	
LIT 43	Introduction to Shakespeare	3	LIT 40	Introduction to the Hebrew Bible	
<b>Total Units</b>	Required	22		(Old Testament)	3
			LIT 41	Introduction to the New Testament	3
Recommend	led electives: HIST 10, <del>11</del> ; PHIL 1, 10,	11; RD	LIT 43	Introduction to Shakespeare	3
				-	

Recommended electives: HIST 10,-14; PHIL 1, 10, 11; RD 174; WR 10, 11, 13; any humanities or literature course, or courses in the history and criticism of the arts, or foreign language courses.

Recommended electives: HIST 10; PHIL 1, 10, 11; RD 74; WR 10, 11, 13; any humanities or literature course, or courses in the history and criticism of the arts, or foreign language courses.

22

**Total Units Required** 

#### SCHOOL OF THE ARTS

#### MUSIC

#### Associate of Arts Fall 15

The department offers this program to qualified music students who wish to develop their performance abilities. Admission to the program is done by auditions, which are scheduled before the start of fall and spring semesters. Students must complete certain course requirements including specific classes in order to receive one on one vocal, instrumental, or piano instruction, the main concentrations of the program. For more information call 949 451 5538 or email <u>mtresler@ive.edu</u>

Note: Music majors must complete at least two semesters (4 units) from Piano I, II, III, IV at any time during their four semesters of study.

		Units			Units
Complete 4-u	<del>mits from</del> the following courses (see	e note	Third Semest	er:	
above):			MUS 5	Harmony III	4
MUS 54	Piano I	2	MUS 39, 4	40, 42, 44, 46, or 59	
MUS 55	5 Piano II	2		Performance Ensembles	1
	5 Piano III	2	MUS 50, 5	51, or 52	
MUS-57	7 Piano IV	2		Applied Music: Instrumental,	
				Keyboard or Voice	0.5
Complete the	following courses:		MUS 53	Applied Music Performance	
First Semeste				Workshop	0.5
MUS 3	Harmony I	4			
MUS 39, 4	10, 42, 44, 46, or 59		Fourth Seme	ster:	
	Performance Ensembles	1	MUS 6	Harmony IV	4
MUS 50, 5	51, or 52		MUS 39, 4	40, 42, 44, 46, or 59	
	Applied Music: Instrumental,			Performance Ensembles	1
	Keyboard or Voice	0.5	MUS 50, 1	51, or 52	
<b>MUS 53</b>	Applied Music Performance			Applied Music: Instrumental,	
	Workshop	0.5		Keyboard or Voice	0.5
	-		MUS 53	Applied Music Performance	
Second Seme	ester:			Workshop	0.5
MUS 4	Harmony II	4		Total Units Required	28
MUS 39, 4	40, 42, 44, 46, or 59				
	Performance Ensembles	1			
MUS 50, 5	51, or 52				
	Applied Music: Instrumental,				
	Keyboard or Voice	0.5			
<b>MUS 53</b>	Applied Music Performance				
	Workshop	0.5			

#### SCHOOL OF THE ARTS

### MUSIC

#### Associate of Arts Fall 16

The music curriculum is designed to provide a thorough and high-quality course of study for the transferring music major, as well as opportunities for students in other fields to learn about music through courses and through participation in performing groups. Courses offered in the music curriculum meet major transfer requirements, and many also meet general education requirements in the arts and/or humanities. The curriculum includes courses in music performance, theory, history, and appreciation, as well as a variety of fine vocal and instrumental ensembles. Additionally, courses of instruction are offered in guitar, piano and voice.

Complete the	following courses*:	
MUS 54	Piano I	2
MUS 55	Piano II	2
Complete the	following courses:	
First Semester	r:	
MUS 3	Harmony I	4
MUS 39, 4	), 42, 44, 46, or 59	
	Performance Ensembles	1
MUS 50, 5	1, or 52	
	Applied Music: Instrumental,	
	Keyboard or Voice	0.5
MUS 53	Applied Music Performance	
	Workshop	0.5
Second Semes	ter:	
MUS 4	Harmony II	4
MUS 39, 4	0, 42, 44, 46, or 59	
	Performance Ensembles	1
MUS 50, 5	1, or 52	
	Applied Music: Instrumental,	
	Keyboard or Voice	0.5
MUS 53	Applied Music Performance	
	Workshop	0.5
Third Semeste	er:	
MUS 5	Harmony III	4
MUS 39, 4	0, 42, 44, 46, or 59	
	Performance Ensembles	1
MUS 50, 5	1, or 52	
	Applied Music: Instrumental,	
	Keyboard or Voice	0.5
MUS 53	Applied Music Performance	
	Workshop	0.5

Fourth Seme	ster:	
MUS 6	Harmony IV	4
MUS 39, 4	10, 42, 44, 46, or 59 .	
	Performance Ensembles	1
MUS 50, 5	51, or 52	
	Applied Music: Instrumental,	
	Keyboard or Voice	0.5
MUS 53	Applied Music Performance	
	Workshop	0.5
	Total Units Required	28

\*Students who have acquired fluency in piano may substitute MUS 56, Piano III, and/or MUS 57, Piano IV.

Units

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

#### SCHOOL OF PHYSICAL SCIENCE

#### PHYSICAL SCIENCE Associate in Science

While a baccalaureate degree is recommended preparation for those considering professional careers related to physical science, the completion of the associate degree program will demonstrate commitment to the field and will provide comprehensive preparation for upper-division work.

The purpose of this degree is to provide a solid background in the areas of physical science. By choosing the appropriate courses from the recommended electives list, students should be able to continue their education in chemistry, physics, engineering and many other fields in the physical sciences which required these courses as prerequisites.

		Units
Complete the follo	wing courses:	
CHEM 1A	General Chemistry I	5
CHEM 1B	General Chemistry II	5
MATH 3A	Analytic Geometry and	
	Calculus I	5
MATH 3B	Analytic Geometry and	
	Calculus II	5
PHYS 4A	General Physics	4
PHYS 4B	General Physics	4
	Total Units Required	28

Recommended electives: MATH 4B, MATH 24, MATH 26

PHYSICAL SCIENCE Associate in Science

The curriculum in Physical Science includes courses in Physics, Chemistry, and Mathematics. The curriculum is designed to cultivate the student's analytical capacity and qualitative/\quantitative reasoning in regard to the origin, composition, and mechanics of the universe; the movement of objects in relation with gravitational, magnetic, and electric forces; the interaction between matter and energy; the behavior of light; and the physical characteristics of substance.

The courses offered fulfill the Natural Science and Mathematics requirements, as part of the lower-division requirements, for the various CSU and UC schools. The matriculated Natural Science courses, as part of the Associate in Arts degree in Physical Science, span the disciplines of Physics and Chemistry.

While a baccalaureate degree is recommended preparation for those considering professional careers related to physical science, the completion of the associate degree program will demonstrate commitment to the field and will provide comprehensive preparation for upper-division work. The purpose of this degree is to provide a solid background in the areas of physical science. By **completing the necessary courses**, students **will** be able to continue their **baccalaureate studies** in chemistry, physics, engineering and many other fields **within** the physical sciences.

Complete the follow	ving courses:	
CHEM 1A	General Chemistry I	5
CHEM 1B	General Chemistry II	5
MATH 3A	Analytic Geometry and	
	Calculus I	5
OR		
MATH 3AH	Analytic Geometry and	
	<b>Calculus I Honors</b>	5
MATH 3B	Analytic Geometry and	
	Calculus II	5
OR		
MATH 3BH	Analytic Geometry and	
	<b>Calculus II Honors</b>	5
PHYS 4A	General Physics	4
PHYS 4B	General Physics	4
	Total Units Required	28
Recommended elec	tives: MATH 24 or 24H, MA	ATH 26

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

SCHOOL OF SOCIAL AND BEHAVIORAL SCIENCE

#### POLITICAL SCIENCE ASSOCIATE IN ARTS

Since exposure to other political systems and ideas is vital in this increasingly interdependent world, students of all interests and backgrounds will find political science courses relevant and of value. The political science curriculum includes both required and elective courses appropriate for a general liberal arts education and for the major in political science. The core course, American Government, meets the general education requirement in American Institutions and lays a broad analytical framework that may be employed in examining political issues. Other courses in the curriculum meet general education requirements in the social sciences. Most social, economic and moral issues have political implications; and government policy affects most aspects of daily life. Political science is an excellent liberal arts major for students interested in learning how groups of people govern themselves; how policies are made; and how we can improve our government policies at the local, state, national, and international levels. Those interested in American politics, international affairs, critical issues such as civil rights, health care, the environment, and the deficit should consider this course of study. A political science major provides a solid foundation for jobs in almost any field, from business to law to research.

Units **REQUIRED CORE COURSES:** Complete the following courses: PS 1 American Government 3 **PS 3** California government and Politics 3 **PS 4** Introduction to Political Science 3 3 PS 5 **Political Philosophy** PS 12 **Comparative Politics** 3 PS 14 **International Relations** 3 **REQUIRED OPTIONS, REGIONAL STUDIES** Complete 6-units from the following courses: Politics and Government of the **PS 6** Middle East 3 PS 17 Latin American Politics and Government 3 PS 41 The History of East Asia Since 1800 3 **Total Units Required** 21

Recommended electives: PS 167; ECON 1, 2, 20; HIST 10, 11, 20, 21; MATH 10; PHIL 2; PS 21

**REQUIRED CORE COURSES:** Complete the following courses: American Government 3 **PS** 1 OR PS 1H **American Government Honors** 3 3 **PS 3** California government and Politics **PS 4** Introduction to Political Science 3 3 PS 5 **Political Philosophy PS 12 Comparative Politics** 3 OR **PS 12H Comparative Politics Honors** 3 PS 14 International Relations 3 OR **PS 14H International Relations Honors** 3 **REQUIRED OPTIONS, REGIONAL STUDIES** Complete one of the following courses: Politics and Government of the PS 6 Middle East 3 **PS 7** The Politics of Communist and Post-Communist States 3 **PS 17** Latin American Politics and 3 Government PS 41 The History of East Asia Since 1800 3

Recommended electives: PS 167; ECON 1, 1H, 2, 2H, 10, 10H, 20; HIST 10, 11, 20, 21; MATH 10; PHIL 2; PS 21; PSYC 10, 10H

**Total Units Required** 

Units

21

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

#### SCHOOL OF BUSINESS SCIENCE

#### RETAIL MANAGEMENT Certificate of Achievement

The Retail management certificate program, designed by managers of major retail corporations, prepares individuals to be effective managers or to be promoted to management in the retail industry. Courses assist students in understanding the scope of the retail manager's job and the requirements for success. Completion of the certificate enhances the student's opportunities for entry-level employment as well as advancement in a variety of retail careers. The Western Association of Food Chains (WAFC) has endorsed this program. Current grocery industry associates are encouraged to contact their Human Resources office for details on the WAFC program.

		Units
<b>GROUP A- F</b>	oundation Courses:	
ACCT-114	Business Mathematics	_3
CIM 107	Introduction to Personal Computer	
	Applications	3
MGT 104	<b>Business Communication</b>	3
<del>COMM-1-</del>	Communication Fundamentals	3
<del>O</del> f		
	Public Speaking for Business	3
GROUP B-In	termediate Courses:	
ACCT 215	General Accounting	3
MGT 120	Principles of Business Management	3
MGT 135	Introduction to Marketing	3
GROUP C-Ad	dvanced Courses	
MGT 125	Organizational Behavior	3
MGT 282	Retail Management	3
MGT 288	Human Resource Management	3
	Total Units	<del>30</del>

#### RETAIL MANAGEMENT Certificate of Achievement

The Retail management certificate program, designed by managers of major retail corporations, prepares individuals to be effective managers or to be promoted to management in the retail industry. **Retail experience is a plus, but is not required to successfully complete this program.** Courses assist students in understanding the scope of the retail manager's job and the requirements for success. Completion of the certificate enhances the student's opportunities for entry-level employment as well as advancement in a variety of retail careers. The Western Association of Food Chains (WAFC) has endorsed this program. Current grocery industry associates are encouraged to contact their Human Resources office for details on the WAFC program.

		Units
GROUP A- F	oundation Courses:	
CIM 107	Introduction to Personal Computer	
	Applications	3
MGT 104	Business Communication	3
GROUP B-In	termediate Courses:	
ACCT 215	General Accounting	3
MGT 120	Principles of Business Management	3
MGT 135	Introduction to Marketing	3
GROUP C-Ad	ivanced Courses	
MGT 125	Organizational Behavior	3
MGT 282	Retail Management	3
MGT 288	Human Resource Management	3
	Total Units	24

Board of Trustees
Gary L. Poertner, Chancellor
Saddleback College and Irvine Valley College: Speakers
Approval

# BACKGROUND

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

# <u>STATUS</u>

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

# RECOMMENDATION

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

# SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

# SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
Sept. 30, 2015 12:00pm	Erica Vogel ANTH 2 Cultural Anthropology	Dr. Sheena Nahm	Applied Anthropology: Unexpected Spaces, Topics and Methods	\$300
Oct. 7, 2015 7:00pm	Ana Maria Cobos Latino American NEH Grant to screen and discuss PBS video series	Dr. Juani Funez- Gonzalez & Dr. Steven Hackel	Father Junipero Serra: Contemporary Perspectives	\$500/total NEH Grant Funds
Oct. 20, 2015 3:00pm	Kara Zamiska PSYC 2	Raquel Borges- Garcia	Social Support and Coping	\$150
Nov. 5, 2015 3:00pm	Kara Zamiska PSYC 2	Sharon Shennar	Culture and Relationships	\$150
Nov. 18, 2015 7:00pm	Ana Maria Cobos Latino American NEH Grant to screen and discuss PBS video series	Dr. Mariana de Saracho & Dr. Gilbert Gonzalez	Mendez vs. Westminster	\$500/total NEH Grant Funds
Dec. 3, 2015 3:30pm	Kara Zamiska PSYC 2	Arpine Hovasapian	Social Approach to Emotions	\$150
Dec. 8, 2015 3:00pm	Kara Zamiska PSYC 2	Adam Dede	Amnesia in Elderly	\$250
Feb. 17, 2016 7:00pm	Ana Maria Cobos Latino American NEH Grant to screen and discuss PBS video series	Dr. Marisela Chavez	Chicano Social Activism in the 1960's	\$400 NEH Grant Funds
May 4, 2016 7:00pm	Ana Maria Cobos Latino American NEH Grant to screen and discuss PBS video series	Dr. Anita Casavantes- Bradford & Dr. Ev Meade	Latino Immigration and Border Issues	\$300/each NEH Grant Funds

# **IRVINE VALLEY COLLEGE**

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
Oct. 9, 2015 Oct. 16, 2015 Oct. 30, 2015 Nov. 6, 2015 10:00 a.m. – 12:00 p.m. BSTIC Rm 103	Nancy Montgomery, Director of Health, Wellness and Veterans	Steve Richardson	Veterans Leadership Academy Four part Leadership series for student veterans	\$2,400 Orange County Community Grant Foundation, to be paid after last presentation
Nov. 20, 2015 9:00 a.m. – 1:00 p.m. PAC lounge	Nancy Montgomery, Director of Health, Wellness and Veterans	LaRhonda Crosby- Johnson	Orange County Women Veterans Leadership Summit for student veterans	\$1,700 Orange County Community Grant Foundation

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Budget Amendment: Adopt Resolution No. 15-39 to Amend FY 2015-2016 Adopted Budget
- **ACTION:** Approval

# BACKGROUND

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

# <u>STATUS</u>

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2015-2016 Adopted Budget.

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

<u>General Fund</u> Employment Training Panel at Irvine Valley College Instructional Material Fees (Restricted) at Saddleback College Part-time Faculty Compensation at SOCCCD	\$78,741 (\$1,350) \$66,129
Total Increase to the General Fund	\$143,520
Total Budget Amendment	\$143,520

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 15-39 to amend the FY 2015-2016 Adopted Budget as indicated in EXHIBIT A.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## GENERAL FUND

## **RESOLUTION 15-39**

October 26, 2015

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$143,520 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2015-2016 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund		
<u>Account</u>	Income Source	<u>Amount</u>
8600	State Revenue	\$144,870
8800	Local Revenue	(1,350)
	- -	\$143,520
<u>Account</u>	Expenditure Description	Amount
1000	Academic Salaries	57,993
3000	Fringe Benefits	8,136
4000	Books and Supplies	(1,350)
5000	Other Operating Expenses and Services	78,741
	- -	\$143,520
	Total Budget Amendment	\$143,520

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT GENERAL FUND RESOLUTION 15-39 October 26, 2015

STATE OF CALIFORNIA )

)

)

COUNTY OF ORANGE

I, Gary L. Poertner, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$143,520 duly and regularly adopted by the said Board at a regular meeting thereof held on October 26, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of October 2015.

Gary L. Poertner Secretary to the Board of Trustees

ITEM: 5.10 DATE: 10/26/15

TO:	Board of	Trustees
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**FROM:** Gary L. Poertner, Chancellor

- **RE:** SOCCCD: Use of the WSCA/NASPO Cisco Systems, Inc. Contract for Data Communications Products and Services
- **ACTION:** Approval

### BACKGROUND

The District's telephone and high-speed data network uses Cisco products that are supported using Cisco infrastructure and maintenance services.

The State of Utah, in association with the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), has awarded Master Price Agreement No. AR233 to Cisco Systems, Inc. The State of California approved the usage of this agreement effective September 23, 2014 to run through May 31, 2019 in accordance with State of California Participating Addendum No. 7-14-70-04. Cisco Systems, Inc. has many authorized resellers, which they refer to as partners, and these are listed within the NASPO/WSCA agreement.

# <u>STATUS</u>

Working with district purchasing, district or college IT staff will request proposals from a minimum of three Cisco Systems Partners when Cisco products or services are needed with award to the partner providing the proposal which is in the best interest of the district.

The WSCA contract and the California Participating Addendum has been reviewed and approved for use by the OCDE Legal Counsel and is available for review in the Facilities and Planning and Purchasing department.

Total costs of the Cisco Systems, Inc. data communications products and services may vary by college and district use and will be contingent upon the availability of funds for each purchase.

Funds are provided from a variety of accounts including basic aid projects from FY2015-2016 or department operations budgets.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of Master Price Agreement No. AR233 awarded by the State of Utah, in association with the NASPO/WSCA, and approved for usage by the State of California pursuant to the California Participating Addendum No. 7-14-70-04. This approval applies to purchases made within the term of the agreement and is contingent upon verification of the availability of funds for each purchase.

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

ITEM: 5.11 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Auditing Services for FY Ending June 30, 2016, Amendment No. 1, Christy White Associates
- **ACTION:** Approval

### BACKGROUND

On February 25, 2013, the Board of Trustees approved the Independent Auditing Services agreement for an independent audit of all funds of the district with Christy White Associates in the amount of \$370,907 for three fiscal years ending June 30, 2015 (EXHIBIT B). The agreement terms allow for renewal for a period not to exceed two (2) years.

## <u>STATUS</u>

In order to conduct an independent audit with the least disruption due to the district's implementation of its new finance software system, staff recommends approval of Amendment No. 1 (EXHIBIT A) for a one year contract extension under the same terms, rates, and conditions as FY 2014-2015 for \$127,307, for a total revised agreement amount of \$498,214 with a new completion date of June 30, 2016.

General expense funds are available for the financial audit.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A), in the amount of \$127,307 for a contract extension for Independent Auditing Services with Christy White Associates for one year ending June 30, 2016, increasing the total contract amount to \$498,214.

## AMENDMENT No. 1 TO THE AUDITING SERVICES AGREEMENT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# October 27, 2015

Christy White Associates Auditing Services Agreement was executed February 25, 2013 between Christy White Associates, 348 Olive Street, San Diego, California 92103, and South Orange County Community College District, located at 28000 Marguerite Parkway in Mission Viejo, California 92692-3635 for the purpose of Independent Auditing Services of all funds of the district.

The parties hereby agree to the following amendment effective October 27, 2015:

- Increase the total contract amount with Christy White Associates an additional \$127,307 to provide one additional year of independent auditing services ending June 30, 2016, at the same rate as FY 2014-2015 as specified in section 11 of the original agreement (attached). The total revised contract amount is \$498,214.
- 2. All other terms, rates, and conditions remain the same.

Each party has read and agrees to be bound by the terms and conditions of this Amendment. The parties hereunder hereby execute this Amendment as of 27th day of October, 2015.

"DISTRICT" South Orange County Community College District Name

Ву: \_\_\_\_\_

Dr. Debra L. Fitzsimons Vice Chancellor, Business Services By: \_\_\_\_\_\_ Name

Title: \_\_\_\_\_

Date:\_\_\_\_\_

Date: \_\_\_\_\_

-

"VENDOR"

# AGREEMENT

# For Audit Services

THIS AGREEMENT is made this 25<sup>th</sup> day of February 2013 in the County of Orange, State of California, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter "District") and Christy White Associates, (hereinafter "Auditor").

#### WITNESSETH

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

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

WHEREAS, the District, pursuant to the provisions of Section 84040, et al of the Education Code, desires an audit of all funds under its jurisdiction and control; and

WHEREAS, the Auditor is licensed to practice as a Certified Public Accountant in the State of California and is specially trained, experienced, and competent to perform the special services required by the District and such services are needed on a limited basis;

NOW THEREFORE, the District and Auditor, for the considerations hereinafter set forth agree as follows:

#### 1. Audit Services In General

The Auditor will audit the District's financial statements for the fiscal years ending June 30, 2013, 2014, and 2015 for the purpose of expressing an opinion on the fairness with which they present, in all material respects, financial position, results of operations and cash flows in conformity with generally accepted accounting principles.

The audit will be conducted in accordance with generally accepted auditing standards. Those standards require that the audit be planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. An audit includes examining, on a test basis, evidence that supports the amounts and disclosures included in the financial statements. It also includes assessing the accounting principles used and estimates made by management, as well as evaluating the overall financial statement presentation. The audit is designed to provide reasonable assurance of detecting misstatements that, in the judgment of the Auditor, could have a material effect on the financial statements taken as a whole. Consequently, the audit will not necessarily detect misstatements less than this materiality level that might exist due to error, fraudulent financial reporting, or misappropriation of assets.

It is understood that the District's management is responsible for establishing and maintaining a sound system of internal control, which is the best means of preventing or detecting errors, fraudulent financial reporting, and misappropriation of assets.

The Auditor may propose standard, adjusting, or correcting journal entries to the District's financial statements. The District's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The District's management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. The District is also responsible for informing the Auditor of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, the District is responsible for identifying and ensuring that the District complies with applicable laws and regulations. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and corrective action plan.

The Audit and examination shall be based upon tests and samples of the accounting records and transactions sufficient to satisfy the Auditor of the fairness of presentation of the financial conditions, operating results of the District, and compliance with applicable laws and regulations and shall not comprise detailed examinations of all transactions.

In cases where the Auditor can and does place reliance upon the work of a state agency, another individual accountant or firm of public accountants or certified public accountants, they shall state in their report the extent of such reliance and shall name the agency, accountant, or accountants upon whose work they rely. Nothing in this paragraph shall be construed to obligate the Auditor to accept or perform work which is not in compliance with the specification of this Agreement.

## 2. <u>Term of Audit Services</u>

The Auditor shall provide the District with audit services for the three fiscal years beginning July 1, 2012 and ending on June 30, 2015, unless terminated earlier as set forth herein. The Agreement may be renewed for a period not to exceed two (2) years thereafter upon the same terms and conditions.

### 3. <u>Technical Standards</u>

Examination of financial records and audits for compliance shall be made in accordance with the provisions of Section 84040 of the Education Code of the State of California.

The annual audit shall include minimum requirements of those prescribed by the Community College Chancellor's Office, State of California, as outlined in their publication entitled "California Community Colleges Contracted District Audit Manual", and shall conform to generally accepted auditing standards as specified in "Statements on Auditing Standards" published by the American Institute of Certified Public Accountants, and OMB Circular A-133.

Single Audit Act of 1984 (PL 98-502) and the Single Audit Act Amendments of 1996 (PL 104-156) and related provisions of Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations;* and

Government Auditing Standards, issued by the Comptroller General of the United States; and

The District auditor shall also consider provisions of the California Education Code, Title 5 of the California Code of Regulations and the Budget and Accounting Manual for California Community Colleges and other such publications relating to community college accounting procedures in effect during the period under audit.

### 4. Audit Services to be Performed

- a. Conduct a comprehensive financial and compliance audit of all funds, books, and accounts under the jurisdiction and control of the District.
- b. Conduct a comprehensive financial and compliance audit of the below listed 501(c)(3) Foundations and prepare related tax returns:
  - 1. Foundation for South Orange County Community College District
  - 2. Irvine Valley College Foundation
  - 3. Saddleback College Foundation
  - 4. Advanced Technology and Education Park (ATEP) Foundation
  - 5. Facilities Corporation 2011 of the South Orange County Community College District
- c. Conduct an entrance interview with District Audit Committee to review audit process, timelines, and due dates.
- d. Provide assistance in preparing year-end adjustments needed for GASB 34/35 Reporting Format.
- e. Conduct a comprehensive financial and compliance audit of the District's GASB 43 & 45 Trust Program.
- f. Prepare the Data Collection Form in accordance with OMB Circular A-133.
- g. Attend scheduled meetings with administration to provide audit status, review findings, and communicate any concerns.
- e. Conduct an exit conference with the District and Foundation staff to be scheduled at a mutually agreed upon time. The Auditor shall provide the District with up to six (6) copies of a preliminary draft audit report at least five (5) business days prior to conducting the exit conference.
- f. Prepare written reports to the District. The Auditor agrees, upon fifteen (15) days written notice, to make any oral or written interim reports as may be required by the District and to meet with the District's Board of Trustees to discuss such reports.

g. Consult with and advise the District as to changes and improvements in the financial structure of the District in administrative or accounting procedures and minor implementation of the changes and improvements resulting from the consultation and advice.

### 5. Audit Reports

The final audit report shall be completed and submitted by the Auditor to the District by November 5<sup>th</sup> and to the State Community College Chancellor's Office no later than December 31 each year. The Auditor will present financial information that is provided by management in the audit report as outlined in GASB Statement No. 34 and 35, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments. The Auditor will submit a final draft of the audit report of the District at least ten (10) business days prior to the report being printed and, in order to meet the filing deadline of such report. The Auditor will also file copies with all applicable reporting agencies, will provide the District forty (45) bound copies and two (2) unbound copies of the final audit report to the District, fifty (50) bound copies of each Foundation audit report, and electronic copies of all reports.

Auditor agrees that damage will be sustained by the District for the failure of the Auditor to file the final audit report by December 31 of each year. Auditor agrees that, should said final audit report not be completed by December 31 due to no fault of the District, there will be deducted from the final payment the sum of two hundred dollars (\$200.00) per day as liquidated damages, and not as a penalty, for each day's delay after December 31 of each year until the completion of the final audit report and its delivery to the District and the State Chancellor's office. The District and Auditor shall mutually agree on the cause and/or fault of any delays that result in the final audit report not being completed by December 31 before liquidated damages can be applied.

The District agrees that damages will be sustained by the Auditor for the failure of the District to be prepared at the mutually agreed upon date to begin final field work. District agrees that, should the general ledger not be closed and the documents requested not be available at the start of final field work, the Auditor will bill additionally for such inefficiencies.

### 6. Statements and Reports

Reports of examination of financial statements must state the scope of the examination and that the audit was performed in accordance with generally accepted accounting principles.

Reports of compliance must include a statement that the examination was conducted in accordance with applicable auditing standards. The audit report must state whether the examination disclosed instances of significant noncompliance with laws and regulations. Finding of noncompliance or ineligible expenditures must be presented in sufficient detail for the District to understand the findings and implement corrective action.

## 7. <u>Staffing</u>

The Auditor shall assign professional staff as appropriate to perform audit services. A manager shall be assigned to coordinate the activities of all Auditor staff and shall be the liaison between the Auditor and the District. An auditor/accountant assigned to supervise field work must have at least two years experience with audits of California Community College Districts. The District shall have the right to remove staff that do not meet with District approval.

### 8. Working Papers

Working papers shall be retained by the Auditor for a period of five (5) years, unless otherwise specified in writing by the District. Such working papers shall be available for review and audit by the District, representatives of the federal and/or state governments, subsequent audit firms and other individuals designated by the District and Foundations.

### 9. <u>Resources to be Provided by the District</u>

<u>Staff Assistance</u> - The District shall have available appropriate staff to assist the Auditor by providing required information and explanation.

<u>Working Space</u> - The District shall provide the Auditor with the necessary working space. Requests for working space should be directed to the attention of the District Director of Fiscal Services or designee one month prior to the time needed.

<u>Worksheets and Supplementary Schedules</u> - Worksheets and Supplementary Schedules prepared by District staff shall be identified and agreed to by District prior to the start of the audit.

### 10. Audit Compliance with OMB Circular A-133

In the event the federal government finds the audit to be inadequate due to Auditor negligence, acts of omission or commission, the Auditor shall indemnify the District. Further, the Auditor shall perform, at no additional cost, reasonable follow-up work based on the compliance supplement in effect for the fiscal year audit in question, to make the audit comply with OMB Circular A-133 and to reimburse the District for any penalties and interest attributable to the adverse determination. The District is responsible for any disallowed costs determined by the grantor.

#### 11. Compensation

The District agrees to compensate the Auditor for their satisfactory audit services at hourly rates as set forth below:

PERSONNEL CLASSIFICATION	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Partners	\$185	\$191	\$196
Managers	\$150	\$155	\$159
Supervisors	\$135	\$139	\$143
Senior Auditors	\$120	\$124	\$127
Staff Auditors	\$105	\$108	\$111
Clerical Staff	\$ 45	\$ 46	\$ 48

Such hourly rates shall include all costs and expenses, except mileage, of performing audit services including preparation and delivery of all reports and bound and unbound copies of the final Audit Report for the District and auxiliary organizations, filing copies of the Audit Report with the appropriate agencies, and preparation and filing tax returns at an Annual Maximum Fee as follows:

MAXIMUM FEES	2012-2013	2013-2014	<u>2014-2015</u>
<ol> <li>Max. Annual Fee of District Audit including Data Collection Form Preparation and Submittal (a) Anticipated Hours (b) Annual Fee</li> </ol>	\$92,500	\$95,275	\$98,133
2) Max. Annual Fee Foundation Audit and Tax Return			
-Foundation for the District (a) Anticipated Hours (b) Annual Fee	\$2,500	\$2,575	\$2,652
-Irvine Valley College Foundation (a) Anticipated Hours (b) Annual Fee	6,000	\$6,180	\$6,365
-Saddleback College Foundation (a) Anticipated Hours (b) Annual Fee	\$9,500	\$9,785	\$10,079
-ATEP Foundation (a) Anticipated Hours (b) Annual Fee	\$2,500	\$2,575	\$2,652
<ul> <li>3) South Orange County Comm. College District Facilities</li> <li>Corp. <ul> <li>(a) Anticipated Hours</li> <li>(b) Annual Fee</li> </ul> </li> </ul>	\$2,500	\$2,575	\$2,652
<ul> <li>4) District GASB 43 &amp; 45 Trust</li> <li>Program <ul> <li>(a) Anticipated Hours</li> <li>(b) Annual Fee</li> </ul> </li> </ul>	\$4,500	\$4,635	\$4,774

The District will reimburse the Auditor for actual mileage at the approved Internal Revenue Service rate in effect for the year audit services are performed. It is understood and agreed that the Maximum Annual Fee is the maximum allowed by the District to perform audit services and is subject to a corresponding reduction in the event that the actual cost of the audit services proves to be less.

# 12. Payment for Audit Services

The District will compensate the Auditor for their satisfactory audit services at hourly rates as agreed. The Auditor may submit monthly progress invoices for the actual hours worked at the applicable hourly rates. Invoices itemizing the work performed and actual hours worked shall be delivered to the attention of the District Director of Fiscal Services. Acceptance of the work and services shall be determined by the District's Director of Fiscal Services or designee. District agrees to pay Auditor within thirty (30) days of submission of a properly itemized invoice approved by the District Director of Fiscal Services.

### 13. Additional Services Included

Throughout the year, the District may require additional services from the Auditor, such as having auditors accessible to the Business Services Department to provide telephone and written advice for such purposes as answering accounting questions of a routine nature, answering questions from state or federal agencies regarding the audit report and similar items. These services that can be accomplished within a reasonable period of time shall be provided at no additional fee during the term of this Agreement. Requests that are more unusual in nature and require prolonged research will be billed at the hourly rates in Section 11.

## 14. Extra Work and Services

In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Auditor shall at once notify the District in writing of the fact, together with a written estimate of the extra work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Auditor in writing. No claims of the Auditor for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken. The costs for such extra work and services shall be negotiated separately by District and Auditor and shall be mutually agreed to in writing. Extra work and services may be necessary in subsequent years if audit requirements are increased due to 1) new auditing standards issued by the American Institute of Certified Public Accountants (AICPA); 2) additional state compliance procedures included in the Contract District Audit Manual issued by the Chancellor's Office; or 3) additional federal compliance procedures included in the compliance supplement issued by the Office of Management and Budget. The Auditor shall submit itemized invoices for the time spent any extra work and services.

### 15. Internal Audit Services

Shall the District require internal audit services, the District may engage the Auditor, under a separate agreement, for specific services at the stated hourly rates.

#### 16. Auditor's Obligation to Perform Work in Accordance with Standards

If the work performed by the Auditor is not in accordance with the standards as specified herein or, if the reports submitted by the Auditor are not complete or, if the reports are rejected by the California State Department of Finance, and/or the State Chancellor's Office and/or federal government as incomplete, then the Auditor shall be obligated at its sole cost and expense to do whatever is required to correct the reports to meet the requirements as specified in the standards, or as specified by the California State Department of Finance, and/or State Chancellor's Office, and/or federal government.

#### 17. Independent Contractor Status

Auditor, in the performance of this Agreement, shall be and act as an independent contractor. Auditor 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 the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Auditor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. Auditor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Auditor's employees.

#### 18. Assignment of Contract

The Auditor shall not assign or transfer, by operation of law or otherwise, any or all of the Auditor's rights, burdens, duties, services, or obligations with regard to this Agreement. Any such assignment shall be deemed a breach of this Agreement and shall result in the termination of this Agreement without any further compensation to Auditor.

#### 19. Insurance

The Auditor shall be required to file the following proofs of insurance with the District prior to commencing work under this Agreement:

-Certificate of Insurance confirming One Million Dollars (\$1,000,000) combined single limit general liability coverage and automobile insurance, both naming South Orange County Community College District as an additional insured, and copies of the endorsements to the policies naming the South Orange County Community College District as an additional insured;

-Certificate of Insurance confirming Errors and Omissions coverage of no less than One Million Dollars (\$1,000,000); and

-Proof of workers' compensation coverage.

Should any of the above-described policies be canceled or modified prior to their expiration dates, the issuing company shall mail thirty (30) days written notice of cancellation or modification to the District. The Auditor shall maintain current insurance documents for all of the above coverages on file at the District during the term of this Agreement.

### 20. Hold Harmless and Indemnification

The Auditor shall use such care, skill, and due diligence in the exercise of powers and the performance of duties and services under this Agreement as used by consultants in the same or similar business. The Auditor agrees to defend, indemnify and hold harmless the South Orange County Community College District, its Board of Trustees, employees and agents from every claim or demand made and any and all liability, loss, damage, or

expense of any nature whatsoever arising in any way out of Auditor's negligence in the performance of services pursuant to this Agreement. The South Orange County Community College District agrees to defend, indemnify and hold harmless the Auditor, its employees and agents from every claim or demand made and any and all liability, loss, damage, or expense of any nature whatsoever arising in any way out of the District's negligence related to its performance under this Agreement.

#### 21. Permits and Licenses

The Auditor and its employees and agents shall secure and maintain valid certifications and licenses as required by law for the execution of services pursuant to this Agreement.

### 22. Termination of Agreement

The District or Auditor may terminate this Agreement upon thirty (30) days written notice to the other party, and the Auditor agrees to cease all work under this Agreement as a result of said notice. The Auditor shall receive compensation for uncompensated services rendered prior to said notice but, in no event, shall the total compensation exceed the maximum payment specified for the fiscal year; nor shall said termination be, or be construed to be, a waiver or release of any rights of the District.

### 23. Termination for Cause

The District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Auditor; (b) the Auditor is adjudged bankrupt; or (c) if a receiver should be appointed because of Auditor insolvency. Written notice by the 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 are made, this Agreement shall cease and terminate. In the event of such termination, the District may secure the required audit services from another auditor. If the cost to the District to retain another auditor exceeds the cost of providing the services pursuant to this Agreement, the excess cost shall be charged to and collected from the Auditor. 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 Auditor or no later than three days after the day of the mailing, whichever is sooner. In the event of such termination of the Agreement, Auditor shall return or provide copies of those working papers that constitute the books or records of the District. All other working papers will remain the property of the Auditor and become confidential information.

### 24. Compliance With Applicable Laws.

The services completed herein must meet the approval of the District. Auditor 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 Auditor, Auditor's business, equipment, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

## 25. Entire Agreement/Amendment

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

#### 26. Nondiscrimination

Auditor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.

#### 27. Non Waiver

The failure of District or Auditor 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.

#### 28. Other Matters

Government Auditing Standards require that the Auditor provide the District with a copy of its most recent quality control review report. The Auditor's most recent peer review was submitted with the proposal.

#### 29. <u>Notice</u>

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

DISTRICT:	AUDITOR:
Debra Fitzsimons, Vice Chancellor	Christy White, President
So. Orange County Comm. Coll. Dist.	Christy White Associates
28000 Marguerite Parkway	2727 Camino Del Rio So., Suite 219
Mission Viejo, CA 92692-3635	San Diego, CA 92108

#### 30. Severability

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

## 31. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the state of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

IN WITNESS WHEREOF, the Auditor and the District have caused this Agreement to be subscribed the day and year first hereinabove written.

CHRISTY WHITE & ASSOCIATES

By Christy White, President

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Debra Fitzsimons, Vice Chancellor MAR 0 5 2013

ITEM: 5.12 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts
- **ACTION:** Approval

### BACKGROUND

On June 17, 2013, the Board of Trustees authorized a list of positions with authority sign documents and contracts in accordance with Section 81655, 81656 and 85232 of the Education Code, Public Contract Code Section 20651 and Board Policy 2100. The Orange County Department of Education requires a current updated list of authorized signatures.

## <u>STATUS</u>

EXHIBITS A and B details all authorized designees by position to execute documents and contracts including a brief description of those items. Construction change orders and amendments were added to the lists.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve EXHIBIT A authorizing individuals occupying the position listed on EXHIBIT B to be approved as presented.

EXHIBIT A Page 1 of 1

## AUTHORIZATION OF SIGNATURES

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE SCHOOL DISTRICT

#### October 26, 2015

I, Gary L. Poertner, Secretary, of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 26th day of October 2015 adopted by a majority vote of said Board, a board action/resolution that the following named persons be authorized to sign necessary documents related to Payroll, Vendor Order for Payment, Purchase Orders, Contracts, and Travel Reimbursement Requisitions, as indicated, and that all previous authorization of signatures are rescinded. This board action/resolution further states that the authorization is subject to the following provisions:

		AUTHORIZATION TO SIGN					
NAME TYPED	SPECIMEN SIGNATURE	Payroll Document s	Vendor Payment Orders	Purchase Orders	Contracts	Travel Reimbursements	Change Orders and Amendments
Gary L. Poertner		X	X	X	X	X	X
Debra L. Fitzsimons		X	Х	Х	Х	X	Х
David P. Bugay					Х	X	
Robert S. Bramucci						X	
Kim McCord		X	Х	Х	Х	X	Х
Brandye K. D'Lena				X	X	X	Х
Rosa Aguilar		X					

Pursuant to provisions of Education Code sections 85230-34

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_.

Secretary \_\_\_\_\_ Gary L. Poertner

# South Orange County Community College District BOARD OF TRUSTEE'S DESIGNEES TO EXECUTE DOCUMENTS AND CONTRACTS

## **POSITION**

Chancellor	Application for Funds and Grants, Advertise for Bids, Checks, Check Registers, Claim Settlements, Construction Contracts/Change Orders*, General Contracts, Employment Contracts, Collective Bargaining Agreements, Notices of Employment/Changes of Status, Purchase Orders, Travel Authorization/Reimbursements and Payroll Documents
Vice Chancellor, Business Services	Application for Funds and Grants, Advertise for Bids, Checks, Check Registers, Claim Settlements, Construction Contracts/Change Orders*, General Contracts, Contracts for Supplies and Services within Bid Limits, Purchase Orders, Travel Authorization/ Reimbursements, and Payroll Documents
Vice Chancellor, Human Resources	Employment Contracts, Collective Bargaining Agreements, Employment Claim Settlements, Notices of Employment/Change of Status, Travel Reimbursements
Vice Chancellor, Technology & Learning Resources	Application for Funds and Grants, Travel Reimbursements
Executive Director of Fiscal Services/Comptroller	Checks, Claim Settlements, General Contracts, Construction Contracts/Construction Change Orders to \$50,000 in aggregate/project*, Purchase Orders, Payroll Documents Check Registers and Travel Reimbursements
Executive Director, Facilities Planning/Purchasing/Materials Management	Advertise for Bids, Contracts for Supplies and Services within Bid Limits, <b>Construction Contracts</b> / <b>Construction Change Orders to \$50,000 in</b> aggregate/ project*, Purchase Orders and Travel Reimbursements
Payroll and Benefits Processing Manager	Payroll Documents
College and District Classified Management Staff and Academic Administrative Staff	Travel Reimbursements

\*Similarly to contracts, change orders under \$100,000 will be brought to the Board of Trustees for ratification.

ITEM: 5.13 DATE: 10/26/15

TO: Board of Trustees	TO:
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**FROM:** Gary L. Poertner, Chancellor

- **RE:** SOCCCD: Approval of Order Form for Module for Employee Recruitment, Workday, Inc.
- **ACTION:** Approval

# BACKGROUND

On January 27, 2014, following a rigorous and competitive RFP process, Workday, Inc. was recommended for the Human Resource/Financial Software System at SOCCCD. The master agreement allows for additional modules to be added as they are developed by Workday, via order forms, and as the district determines its needs and timing. At that time, it was indicated that the major components of the Workday HR/Finance Software System project implementation would take approximately 2 years and that other additional options would be recommended after the initial implementation phases are completed.

## <u>STATUS</u>

SOCCCD is currently using People Admin for employee recruitment, a stand-alone product with an annual maintenance cost of \$73,508.70 Staff has analyzed features of the Workday Recruiting module and determined that it will better meet district's needs. Key features of the Workday Recruitment module that will improve processes and user experience include: 1) seamless unification with the full Workday solution resulting in compliance inherently woven in throughout the system; 2) creation of create a single "source of record" for position and employee lifecycle management; 3) unprecedented visibility by hiring organizations into their recruitment process/history; 4) a mobile-driven experience for applicants, hiring managers, and recruiters; 5) dynamic candidate workflow capable of responding to unique business processes such as those based on position type and Board Policies; 6) proactive candidate management and support of committee-based screening/interviewing; 7) efficient management of both internal and external sourcing of talent; 8) reduction in redundancy and errors by eliminating dual entry into two systems; and 9) full talent lifecycle reporting and metrics.

Funding for this module is included in the basic aid budget assigned to the Workday Project.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the order form for the employee recruitment module for Workday for the amount of \$42,000 annually for the total amount of \$126,000 (Exhibit A) for a term to coincide with the existing Workday master agreement ending in October, 2018.



#### ORDER FORM # 00093802.0 TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	South Orange County Community College District
MSA Effective Date	January 28, 2014
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	October 21, 2015 through October 20, 2018
Order Term in Months	36
Currency	USD
<b>Total Subscription Fee</b>	126,000

Payment #	Payment Due Date	Payment Amount
1	Invoiced upon Order Effective Date, due in accordance with the MSA	42,000
2	First anniversary of the Order Term Start Date	42,000
3	Second anniversary of the Order Term Start Date	42,000
	Total Subscription Fees	126,000

SKU			Service	Permitted FSE Workers
REC	EC Recruiting		1,369	

Annual Subscription Fees for Additional FSE Workers	Fees
REC	30.68

Translations	Number of Languages
Number of Translations	None

<b>Customer Contact Information</b>	Billing	Customer Support
Contact Name	Debra Fitzsimons	Debra Fitzsimons
Street Address City/Town, State/Region/County, Zip/Post Code, Country	28000 Marguerite Pkwy Mission Viejo CA 92692 United States	28000 Marguerite Pkwy Mission Viejo CA 92692 United States
Phone/Fax #	(949) 582-4664	(949) 582-4664
Email (required)	dfitzsimons@socccd.edu	dfitzsimons@socccd.edu

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available. High level descriptions of the Workday Service SKUs are found on Addendum B attached hereto. All remittance advice and invoice inquiries can be directed to <u>Accounts.Receivable@workday.com</u>.



IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date, defined above.

South Orange County Community College District Workday, Inc.

Signature	Signature	
Name	Name	
Title	Title	
Date Signed	Date Signed	

#### **ADDENDUM** A

#### ADDITIONAL ORDER FORM TERMS

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form mean the consecutive 12-month period during the Order Term. The "Service" licensed to Customer hereunder is limited to that listed on the Order Form and the number of Employees shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. The Service is provided in U.S. English. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in this Order Form to the extent Workday has translated portions of the Service applications subscribed to. The rights for the number of Employees set forth on this Order Form cannot be decreased during the Order Term. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation.

2. **FSE Workers and Growth.** The maximum number of Full-Service Equivalent Workers ("FSE Workers") for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. The number of FSE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum.

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
Totals:	2,600		2,138

Sample Total FSE Worker Calculation:

workday.

The Service may be used by Customer only for the following categories of Employees/Workers:

"Full-Time Employee" means: (a) for Employees reported to the Integrated Postsecondary Education Data System ("IPEDS"), a full-time employee (faculty and other staff) as reported by Customer to IPEDS annually in the fall; and (b) for Employees not reported to IPEDS, an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"**Part-Time Employee**" means: (a) for Employees reported to IPEDS, a part-time employee (faculty and other staff) as reported by Customer to the IPEDS annually in the fall; and (b) for Employees not reported to IPEDS, an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.



"Associate" means an individual not counted as a Full-Time Employee or Part-Time Employee but in one of the following categories: temporary employees, student workers, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

**"Former Worker With Access"** is a former worker (Employee or Associate) that continues to have access to the Service through the Employee Self-Service features.

Customer may increase the permitted number of FSE Workers during the Order Term (each an "Additional FSE Worker") by providing written notice to Workday and paying Workday a Subscription Fee for Additional FSE Workers for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FSE Workers as of October 15th and specify the number in each worker category. If the actual number of FSE Workers is higher than the number of permitted FSE Workers stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FSE Workers for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FSE Workers is calculated by multiplying the increase in the number of FSE Workers for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FSE Workers falls below the stated number of permitted FSE Workers. Subscription Fees for Additional FSE Workers are due within thirty (30) days of the invoice date. An Order Form will be required for FSE Worker increases. Customer agrees that the number of Permitted FSE Workers for the Recruiting application will always be equal to the then-current number of Permitted FSE Workers for HCM. An active HCM subscription is required for use of the Recruiting application. If Customer exceeds the number of Permitted FSE Workers for HCM, fees for Additional FSE Workers will be due for Recruiting.

3. **Renewal.** By providing written notice to Workday at least ninety (90) days prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single three-year renewal term beginning at the end of the Order Term ("Renewal Term") at the stated rate(s):

Annual period beginning at the end of the Order Term (each a Renewal Year)	Applicable Annual Renewal Subscription Fees
Renewal Year 1	Base Subscription Fee x $(1 + 4\% + CPI)$
Renewal Year 2	Renewal Year 1 Subscription Fee $x (1 + 4\% + CPI)$
Renewal Year 3	Renewal Year 2 Subscription Fee $x (1 + 4\% + CPI)$

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated is the total Subscription Fee for the Order Term divided by the number of full months in the Order Term multiplied by 12. The Base Subscription Fee covers only the number of FSE Workers in the Baseline FSE Count set forth on this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FSE Workers for the Renewal Year based on the number of FSE Workers as of the FSE Count Date just prior to the start of the applicable Renewal Year. Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. For each Renewal Year, the Subscription Fees per Additional FSE Worker rate will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Renewal Year as shown in the table above. Renewals will be documented with a new Order Form.

"CPI" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of each Renewal Year, if a positive number.

4. Service Credits. Workday will provide SLA Service Credits as set forth in the Agreement.

# workday.

#### Addendum B Workday Service SKU Descriptions

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form.

#### Recruiting

Workday Recruiting will support an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their businesses. Workday Recruiting will support the hiring process, including workforce planning, requisition management, job posting distribution, interview management, offer management, as well as support for local data compliance and pre-employment activities. Workday Recruiting will also offer hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Transfer of Budget Appropriations
- **ACTION:** Ratification

## BACKGROUND

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

# <u>STATUS</u>

For the current reporting period ending September 30, 2015 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

# RECOMMENDATION

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

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

# For the period 08-25-15 through 09-30-15

General Fund			
<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$186,494
2000	Classified Salaries		\$1,021,085
3000	Fringe Benefits	\$51,843	
4000	Books and Supplies		\$65,391
5000	Other Operating Expenses & Services	\$1,059,936	
6000	Capital Outlay	\$161,191	
7000	Other Outgo	. ,	
Total Transfers - General Fund		\$1,272,970	\$1,272,970
Capital Outlay Fu	nd		
Account	Description	From	<u>To</u>
4000	Books and Supplies		\$4,000
5000	Other Operating Expenses & Services	\$4,000	
Total Transfe	ers - Capital Outlay Fund	\$4,000	\$4,000
Total Transfers		\$1,276,970	\$1,276,970

ITEM: 5.15 DATE: 10/26/15

- **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.

## <u>STATUS</u>

Purchase orders over \$5,000 amounting to \$539,070.85 and an additional 332 purchase orders below \$5,000 amounting to \$260,841.16 for a combined total of \$799,912.01 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 916 checks in the amount of \$12,946,639.71 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.



# Purchase Order Ratification (Supplier)

September 9, 2015 through October 7, 2015

PO Number	<u>Supplier</u>	Description	Amount
P171532	Allsteel, Inc. c/o Quality Office Furnishings	Furniture for Disabled Student Programs &	24,841.00
P171528	Allsteel, Inc. c/o Quality Office Furnishings	IT Workstations	11,381.76
P171533	Allsteel, Inc. c/o Quality Office Furnishings	Furniture for Financial Aid	9,325.94
P171538	Allsteel, Inc. c/o Quality Office Furnishings	District Services Furniture	5,904.25
P171387	American Association of Community Colleges	Annual Membership	15,047.00
P171255	Apple Computer, Inc.	Equipment and Supplies for Nursing	53,675.00
P171249	Apple Computer, Inc.	Mac Mini Teacher Workstations	13,131.72
P171551	Boundless Network	Matriculation Folders	12,064.00
P171248	CDW Government, Inc.	Laptop Computers	16,804.80
P171525	Community College League of California	Library E-Books Service for Saddleback College	91,454.76
P171477	CPP, Inc.	Assessments for Counseling Course	12,339.00
P171384	Eastbay Team Sports	Men's and Women's Basketball Uniform Supplies	8,852.50
P171247	Graybar Electric Company	SC Maintenance Electrical Items	12,666.19
P171234	Main Graphics	Printing 2015-2016 Arts Calendar	5,116.48
P171226	McPeek's Dodge of Anaheim	Police Vehicle	24,555.96
P171215	Pacific Coachways Charter Services, Inc.	Athletics Charter Bus Services	45,000.00
P171472	Pitney Bowes	Postage	30,000.00
P171531	Quality Office Furnishings	Performing Arts Centers Lobby Furniture	6,669.50
P171382	Saddleback College Foundation	Book Scholarship FY 2015-2016	15,000.00
P171507	Schools First Federal Credit Union	Sabbatical Bonds for 2015-2016	10,822.00
P171288	Southwest Offset Printing Company	Catalog Printing	18,000.00
P171468	The Advisory Board Company	Membership Fees	29,500.00
P171305	Wells Fargo	Student Registration Processing Fees	10,000.00
P171496	West-Lite Supply Company	Annual Electrical Supplies	9,808.07
P171250	Whitaker Bros. Business Machines	Cutter for Duplicating Center	9,610.92
P171223	Xerox Corporation	Duplicating Center Copier Maintenance Agreement	30,000.00
P171256	Yale/Chase Equipment and Services, Inc.	Parts/Repair/Supplies for Forklift/Delivery Vehicles	7,500.00
		Total for Purchase Orders Over \$5,000	539,070.85

332 Purchase Orders Under \$5,000 260,841.16

TOTAL PURCHASE ORDERS \$ 799,912.01



### **Purchase Order Ratification (Amount)**

### September 9, 2015 through October 7, 2015

PO Number		Description	Amount
P171525	Community College League of California	Library E-Books Service for Saddleback College	91,454.76
P171255	Apple Computer, Inc.	Equipment and Supplies for Nursing	53,675.00
P171215	Pacific Coachways Charter Services, Inc.	Athletics Charter Bus Services	45,000.00
P171223	Xerox Corporation	Duplicating Center Copier Maintenance Agreement	30,000.00
P171472	Pitney Bowes	Postage	30,000.00
P171468	The Advisory Board Company	Membership Fees	29,500.00
P171532	Allsteel, Inc. c/o Quality Office Furnishings	Furniture for Disabled Student Programs &	24,841.00
P171226	McPeek's Dodge of Anaheim	Police Vehicle	24,555.96
P171288	Southwest Offset Printing Company	Catalog Printing	18,000.00
P171248	CDW Government, Inc.	Laptop Computers	16,804.80
P171387	American Association of Community Colleges	Annual Membership	15,047.00
P171382	Saddleback College Foundation	Book Scholarship FY 2015-2016	15,000.00
P171249	Apple Computer, Inc.	Mac Mini Teacher Workstations	13,131.72
P171247	Graybar Electric Company	SC Maintenance Electrical Items	12,666.19
P171477	CPP, Inc.	Assessments for Counseling Course	12,339.00
P171551	Boundless Network	Matriculation Folders	12,064.00
P171528	Allsteel, Inc. c/o Quality Office Furnishings	IT Workstations	11,381.76
P171507	Schools First Federal Credit Union	Sabbatical Bonds for 2015-2016	10,822.00
P171305	Wells Fargo	Student Registration Processing Fees	10,000.00
P171496	West-Lite Supply Company	Annual Electrical Supplies	9,808.07
P171250	Whitaker Bros. Business Machines	Cutter for Duplicating Center	9,610.92
P171533	Allsteel, Inc. c/o Quality Office Furnishings	Furniture for Financial Aid	9,325.94
P171384	Eastbay Team Sports	Men's and Women's Basketball Uniform Supplies	8,852.50
P171256	Yale/Chase Equipment and Services, Inc.	Parts/Repair/Supplies for Forklift/Delivery Vehicles	7,500.00
P171531	Quality Office Furnishings	Performing Arts Centers Lobby Furniture	6,669.50
P171538	Allsteel, Inc. c/o Quality Office Furnishings	District Services Furniture	5,904.25
P171234	Main Graphics	Printing 2015-2016 Arts Calendar	5,116.48

Total for Purchase Orders Over \$5,000 539,070.85

332 Purchase Orders Under \$5,000 260,841.16

TOTAL PURCHASE ORDERS \$ 799,912.01



### **Check Ratification**

September 9, 2015 through October 7, 2015

Fund	<u>Checks</u>	Amount
General Fund	763	7,565,299.21
SC Community Education	21	90,008.44
IVC Community Education	7	32,687.20
Child Development Fund	9	1,136.57
Capital Outlay Fund	79	4,841,758.47
Insurance Fund	7	27,374.23
Retiree Benefit Fund	4	353,768.09
SC Associated Student Government	7	20,893.05
IVC Associated Student Government	19	13,714.45
Total Checks	916	\$12,946,639.71

ITEM: 5.16 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: September 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 September 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**

	<b>\$</b> \$\$\$\$\$\$\$
Academic Chess	\$82,688.00
Amendment No 1 – For additional after-school chess classes,	
amendment of \$80,000 for new total of \$82,688.	
Saddleback College	
wikiTHINK	\$80,000.00
Amendment No 1 – For additional after-school program	
services amendment of \$74,286 for new total of \$80,000.	
Saddleback College	
FitKids of America	\$64,050.00
Amendment No 1 – For additional after-school physical	
fitnessprogram services, amendment of \$60,000 for new total	
of \$64,050.	
Saddleback College	
Goodwill Industries	\$53,730.00
Independent Contractor Agreement – For interpreting services	
for students.	
Irvine Valley College	
Pete Cosmakos, LLC	\$48,000.00
Amendment No 1 – For additional after-school program	
services, amendment of \$42,600 for new total of \$48,000.	
Saddleback College	
Cox Business Services	\$48,000.00
Service Agreement – For LAN service between IVC and	·
Saddleback campuses.	
District Services	

Cox Business Services	¢42 600 00
Cox Business Services	\$42,600.00
Service Agreement – For internet renewal services at the ATEP	
campus.	
Irvine Valley College	<b>\$</b> 40,000,00
Western Graphics Plus	\$40,000.00
Amendment No 1 – For additional marketing	
materials/promotional items, amendment of \$29,750 for new	
total of \$40,000.	
Irvine Valley College	
Brainstorm Studios	\$37,000.00
Amendment No 1 – For additional after-school engineering	
classes, amendment of \$35,025 for new total of \$37,000.	
Saddleback College	
One Zero Digital Media, LLC	\$35,000.00
Independent Contractor Agreement – For creation of video	
content to promote programs and events on the school	
website.	
Irvine Valley College	
R2A Architecture	\$34,767.00
Amendment No 1 – For additional services to infrastructure	. ,
design, amendment of \$6,047 for new total of \$34,767.	
Saddleback College	
Mad Science of Orange County	\$30,000.00
Amendment No 1 – For additional after-school science classes,	<i><i><i>voo,oooioo</i></i></i>
amendment of \$27,000 for new total of \$30,000.	
Saddleback College	
Sheila Forsberg	\$30,000.00
Independent Contractor Agreement – For professional	φ00,000.00
classification and compensation services.	
Saddleback College	
	¢20.000.00
Courtyard Marriott	\$30,000.00
Facility Use Agreement – For FY 2015-2016 Workday Student BPA sessions.	
District Services	<b>#00.000.00</b>
Mathoboix	\$28,880.00
Amendment No 1 – For additional after-school computer	
programming classes, amendment of \$23,000 for new total of	
\$28,880.	
Saddleback College	
<u>CDW</u>	\$26,950.00
Software License Agreement – For Unidesk software, to	
manage virtual desktops for a 3 year term until October 2018.	
Irvine Valley College	

One on One Basketball	\$24,160.00
Amendment No 1 – For additional after-school sport classes,	φ <b>2</b> 4,100.00
amendment of \$22,000 for new total of \$24,160.	
Saddleback College	
Phoenix Group	\$20,000.00
Service Agreement – To provide parking processing	φ20,000.00
management for citations.	
Saddleback College	
	\$17,000.00
<u>TGA of South Orange County</u> Amendment No 1 – For additional after-school program	φ17,000.00
services, amendment of \$15,000 for new total of \$17,000.	
Saddleback College	¢40,000,04
OPTIV Settuare Agreement For bordware (settuare explicition that	\$16,293.64
Software Agreement – For hardware/software appliance that	
collects all server logs.	
District Services	<b></b>
<u>R2A Architecture</u>	\$14,011.00
Construction Agreement – For architectural services for sound	
system in PE gym.	
Saddleback College	
EMD Millipore Corporation	\$11,468.08
Independent Contractor Agreement – For preventative	
maintenance on lab products.	
Irvine Valley College	
Puretec Industrial Water	\$11,000.00
Independent Contractor Agreement – For maintenance and	annual
repair of water purification system in the science labs.	
Saddleback College	
Alexander Leigh	\$10,680.00
Amendment No 1 – For additional musical director services for	
Theatre Arts, amendment of \$6,640 for new total of \$10,680.	
Saddleback College	
Penn Corp Relocation Services Inc	\$10,000.00
Independent Contractor Agreement –For moving services of	
TAS department to swing space.	
Saddleback College	
Wyndham Irvine – Orange County Airport	\$10,000.00
Facility Use Agreement – For executive management	
workgroup meeting, to be held on December 4, 2015.	
Saddleback College	
Sports Field Services	\$10,000.00
Independent Contractor Agreement – For repair and	
replacement of athletic field turf.	
Saddleback College	

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<u>United Rentals</u> Independent Contractor Agreement – For heavy equipment	\$9,000.00
rentals for Facilities department.	
Saddleback College	<b>#0.505.00</b>
Haitbrink Asphalt Paving, Inc	\$8,585.00
Construction Agreement –For parking lot entryway widening. Irvine Valley College	
ThreeForks, Inc.	\$8,250.00
Amendment No 1 – For an extended term from June 30, 2015	
to June 30, 2016 to update processes and procedures for	
Financial Aid.	
Irvine Valley College	
Harlem Globetrotters International, Inc.	\$8,000.00
Facility Use Agreement – For the use of Saddleback College	(revenue)
gymnasium for Harlem Globetrotters' performance on February 16 & 22, 2015	
Saddleback College	
Orange Coast Volleyball Club	\$8,000.00
Independent Contractor Agreement –For strength and	φ0,000.00
conditioning services for the Men's volleyball team.	
Irvine Valley College	
Haitbrink Asphalt Paving, Inc	\$7,900.00
Construction Agreement –For removal of rock from parking lot.	<i>\</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Saddleback College	
•	<u>ФС 500 00</u>
LRH Consulting	\$6,560.00
Independent Contractor Agreement – To provide consulting	
services for high school articulation agreements.	
Irvine Valley College	¢0, 500, 00
California Stage & Lighting	\$6,500.00
Independent Contractor Agreement –For production services for McKinney Theatre FY 2015-2016.	
Saddleback College	
Essence Entertainment	\$6,250.00
Independent Contractor Agreement – To provide guest	,
musicians for the FY 2015-2016 theatre season.	
Irvine Valley College	
DABCO Inc.	\$6,015.00
Construction Agreement –For replacement of water line valves	<i><i><i>q</i>0,010100</i></i>
in LRC.	
Saddleback College	
Norms Refrigeration	\$6,000.00
Independent Contractor Agreement – For repairs to the	ψ0,000.00
refrigerator and freezer in the Cafeteria.	

Irvine Valley College (ASIVC)	
Thomson Reuters	\$5,941.19
Software Agreement – For a subscription to Westlaw Primary	
and Analytical Library.	
Irvine Valley College	
Paton Group	\$5,682.00
Independent Contractor Agreement – For annual system	
maintenance for specialized printer.	
Saddleback College	
STERIS Corporation	\$5,250.00
Independent Contractor Agreement – For annual LSB	
autoclave service.	
Irvine Valley College	
Tomark	\$5,083.20
Service Agreement – For scoreboard repairs and maintenance.	
Irvine Valley College	
Rancho Santiago Community College District	\$5,000.00
Independent Contractor Agreement –For costume designer and	
guest artist Theatre Arts FY 2015-2016.	
Saddleback College	
Lynn McQuown	\$5,000.00
Grant Sub- Agreement – A costume designer for Theatre Arts	
FY 2015-2016.	
Saddleback College	
Blue Tiger, Inc.	\$5,000.00
Independent Contractor Agreement – To provide assistance to	
the Paralegal program in obtaining ABA accreditation.	
Irvine Valley College	
California Stage & Lighting	\$5,000.00
Independent Contractor Agreement –For operational services	
for McKinney Theatre FY 2015-2016.	
Saddleback College	
Bertrand's Music	\$5,000.00
Independent Contractor Agreement – For instrument repairs for	
Music department.	
Irvine Valley College	
<u>C.R.I. Electric, Inc.</u>	\$4,905.00
Construction Agreement –For installation of lights and sensors	
at counseling center.	
Saddleback College	

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Penn Corp. Relocation Services Inc.	\$4,700.00
Independent Contractor Agreement –For relocation of	
equipment from Village 2 to LRC.	
Saddleback College	
Augusoft Lumens	\$4,500.00
Amendment No 1 – For an additional subscription fee,	
amendment of \$500 for new total of \$4,500.	
Saddleback College	
Ecological Fertigation, Inc.	\$4,500.00
Construction Agreement – To fertilize multiple athletic fields.	
Saddleback College	
Airport Van Rental Solutions	\$4,500.00
Independent Contractor Agreement – For rental of fleet	<i> </i>
vehicles used by Facilities department.	
Irvine Valley College	
Zoom Video Communications, Inc.	\$4,470.00
Software Agreement – For a subscription for teleconferencing	<i>ϕ</i> 1, 11 0100
services.	
Saddleback College	
Campus Concerts	\$4,250.00
Independent Contractor Agreement – To provide contracted	\$ 1,200100
musicians for the FY 2015-2016 concert season.	
Irvine Valley College	
Emcor Service – Mesa Energy Systems, Inc	\$3,986.00
Construction Agreement – For replacement of chilled	<i><b>v</b>vvvvvvvvvvvvv</i>
condenser drive.	
Irvine Valley College	
The Glass Spectrum	\$3,000.00
Amendment No 1 – For additional after-school specialty glass	ψ0,000.00
classes, amendment of \$1,200 for new total of \$3,000.	
Saddleback College	
Freedom Communications, Inc.	\$3,255.00
Advertisement Agreement – For advertising college information	<i>\\</i> 0,200.00
in OC Register.	
Irvine Valley College	
Andrew Gomez	\$3,000.00
Independent Contractor Agreement – For Consultant services	ψ0,000.00
of concept development and production for the Energy,	
Efficiency & Utilities Project.	
Irvine Valley College	
	\$3,000.00
American Technologies, Inc.	<b>Φ</b> 3,000.00
Construction Agreement –For abatement of Central Plant.	
Saddleback College	

Emcor Service – Mesa Energy Systems, Inc       \$2,954.00         Construction Agreement – To replace heating hot water drive in       \$300.         Irvine Valley College       \$2,885.00         Independent Contractor Agreement –For underground utility investigation.       \$2,885.00	
B300. Irvine Valley College          C Below, Inc       \$2,885.00         Independent Contractor Agreement –For underground utility       \$2,885.00	
Irvine Valley College <u>C Below, Inc</u> \$2,885.00         Independent Contractor Agreement –For underground utility       \$2,885.00         investigation.       \$2,885.00	
<u>C Below, Inc</u> \$2,885.00         Independent Contractor Agreement –For underground utility       \$2,885.00         investigation.       \$2,885.00	
Independent Contractor Agreement –For underground utility investigation.	
investigation.	
•	
Saddleback College	
White Mechanical Inc. \$2,473.00	
Construction Agreement –To repair HVAC at Counseling	
offices.	
Saddleback College	
Laura's Interior Plantscape Service \$2,400.00	
Independent Contractor Agreement – For plant maintenance	
and replacement services.	
Irvine Valley College	
Weatherproofing Technologies \$2,270.00	
Construction Agreement – For repair of roof leak at	
Powerhouse 1 and Library.	
Irvine Valley College	
Comware Technical Services, Inc \$2,180.25	
Software Support Agreement – For renewal of Alpha software	
phone support services, August 15, 2015 to August 14, 2016.	
District Services	
Lexicomp \$2,175.00	
Software Agreement –For a pharmacology database for	
Nursing students.	
Saddleback College	
Trane \$2,090.70	
Construction Agreement – For emergency chiller repair in SSC.	
Irvine Valley College	
California Stage & Lighting \$1,900.00	
Independent Contractor Agreement –For rental services and	
supplies for McKinney Theatre FY 2015-2016.	
Saddleback College	
Secure Live Scan \$1,800.00	
Independent Contractor Agreement – For fingerprinting	
services.	
Saddleback College	
<u>Mary T. Jones</u> \$1,750.00	
Independent Contractor Agreement –For consultant services	
for professional development at the VPSS workshop for	
Student Services management team on September 3, 2015.	

Saddleback College	
Williams Recordings	\$1,600.00
Independent Contractor Agreement – For recording and editing	. ,
services for choral concerts.	
Irvine Valley College	
Stephanie Gilliland	\$1,550.00
Independent Contractor Agreement – For guest choreographer	
for dance performance on Nov 6-7, 2015.	
Irvine Valley College	
El Niguel Country Club	\$1,500.00
Amendment No 1 – For final deposit fee for facility use	
agreement for Kids Etiquette Class.	
Saddleback College	<b>A</b> ( <b>B B B B B B B B B B</b>
Sarah Ormsby	\$1,500.00
Independent Contractor Agreement – For production stage	
manager and guest artist for Theatre Arts FY 2015-2016.	
Saddleback College	¢1 /76 07
PDQ Rentals Amendment No 1 – For additional fork lift expenses,	\$1,476.87
amendment of \$406.87 for new total of \$1,476.87.	
Saddleback College	
Alan Crawley	\$1,105.00
Independent Contractor Agreement – For guest musician for	<b>•</b> • • • • • • • • • • • • • • • • • •
Hairspray, October 23 to Nov 1, 2015.	
Irvine Valley College	
Chris Booke	\$1,020.00
Independent Contractor Agreement – For guest musician for	
Hairspray, October 23 to Nov 1, 2015.	
Irvine Valley College	
Phoenix Business Solutions	\$1,000.00
Maintenance Agreement – For annual maintenance of digital	
copier in Counseling department.	
Irvine Valley College	
Fred Mills Training Solutions	\$1,000.00
Independent Contractor Agreement – For CAD/RMSTraining,	
(computer aided dispatch and records management system) for	
Police department.	
Irvine Valley College	
Adrienne Geffen	\$960.00
Independent Contractor Agreement – For guest musician for	
Hairspray, October 23 to Nov 1, 2015.	

Irvine Valley College	
Carlos Melgar	\$960.00
Independent Contractor Agreement – For guest musician for	<i><b>+</b></i> <b>······</b>
Hairspray, October 23 to Nov 1, 2015.	
Irvine Valley College	
Phoenix Business Solutions	\$950.00
Maintenance Agreement – For annual maintenance of digital	
copier in Matriculation department.	
Irvine Valley College	
Bela Basci	\$944.85
Independent Contractor Agreement – For guest artist for a	
sculpture demonstration and lecture September 12, 2015.	
Saddleback College	
FileMaker Software	\$859.00
Software License Agreement –For renewal of a database	
application used campus-wide.	
Irvine Valley College	<b>\$</b> 000.07
GoDaddy.com	\$809.97
Software Agreement –For Wildcard SSL which provides a	
secure connection between website and customer.	
Irvine Valley College	\$800.00
Agile Sports Software Agreement –For online video editing and analysis of	φουυ.υυ
basketball games for Athletics dept.	
Irvine Valley College	
Pacific Clipping	\$708.00
Independent Contractor Agreement – For media clipping	Ψ <b>1</b> 00.00
service to allow advertising tracking.	
Saddleback College	
Guidance Software	\$701.15
Software Agreement – For EnCase digital investigation and	, -
data collection.	
District Services	
Phoenix Business Solutions	\$700.00
Maintenance Agreement – For annual maintenance of digital	
copier in the EOPS department.	
Irvine Valley College	
David Alan Karp	\$700.00
Independent Contractor Agreement – For guest musician for	
Concert Hour performance, November 12, 2015.	
Saddleback College	

OC Sherriff Communication & Technology Division	\$676.00
Independent Contractor Agreement – For installation of a foot	<i><b>Q</b></i> (10.00
pedal for dispatch transcription device.	
Saddleback College	
Jack Hartin Photography	\$650.00
Independent Contractor Agreement – For photography services	<b>\$555.55</b>
for the dance presentation on December 3, 2015.	
Irvine Valley College	
Chabot-Las Positas Community College District	\$650.00
Grant Sub-Agreement – For placement of students with	(revenue)
approved mentors in the Early Childhood Education Program.	(revenue)
Irvine Valley College	
Avid	\$599.00
Software License Agreement – For purchase of music creation	φ399.00
software for the Theatre department.	
Irvine Valley College	
	<b>ФЕОЕ ОО</b>
South Coast Fire Protection	\$585.00
Independent Contractor Agreement – For repair to sprinkler	
heads.	
Irvine Valley College	<b>*</b>
H2 Environmental Consulting Services, Inc.	\$550.00
Construction Agreement – For abatement at central plant.	
Saddleback College	
Communications General Corporation	\$522.00
Independent Contractor Agreement – For frequency	
measurement of KSBT-FM signals for FCC compliance.	
Saddleback College	
Tim Kepler	\$500.00
Independent Contractor Agreement – For guest artist for 9-11	·
commemoration event.	
Irvine Valley College	
Southern California Hospice Foundation	\$500.00
Independent Contractor Agreement – For guest speaker on	<i><b>Q</b></i> <b>OOOOOOOOOOOOO</b>
hospice care, November 12, 2015.	
Saddleback College	
Graham Husted	\$500.00
Independent Contractor Agreement – For video designer FY	ψ000.00
2015-2016 for Theatre Arts department.	
Saddleback College	
	¢500.00
Phoenix Business Solutions	\$500.00
Maintenance Agreement – For annual maintenance of A300	
copier.	
Irvine Valley College	

Advanced Technologies Consultants	\$500.00
Independent Contractor Agreement – To provide solar power	
training on courseware for students and instructors.	
Irvine Valley College	
Susan Sellers	\$500.00
Independent Contractor Agreement – A booking agent for	
guest artists at Wind Ensemble, October 9, 2015 & Symphony	
Orchestra, October 10, 2015.	
Saddleback College	
Angelica Grigsby	\$500.00
Independent Contractor Agreement –For Consultant services	·
for the Speech and Debate Team.	
Saddleback College	
Chris Speed	\$450.00
Independent Contractor Agreement – For guest musician for	T
Jazz Lab performance, October 5, 2015.	
Saddleback College	
Dr. Gilbert Gonzalez	\$400.00
Independent Contractor Agreement – For guest speaker on the	+
Latino Americans series for the Library, November 18, 2015.	
Saddleback College	
Jonathan Rowden	\$400.00
Independent Contractor Agreement – For guest musician for	• • • • • •
September 14, 2015.	
Saddleback College	
Dr. Steven Hackel	\$400.00
Independent Contractor Agreement – For guest speaker on the	• • • • •
Latino Americans series for the Library, October 7, 2015.	
Saddleback College	
Sheena Naham	\$300.00
Independent Contractor Agreement – For guest speaker on	<i><b>4</b></i> <b>0000000000000</b>
Anthropology, September 30, 2015.	
Saddleback College	
Diablo Valley College	\$300.00
Affiliation Agreement – To provide annual membership to	+
Western Academy Support and Training Center (WASTC) in	
partnership with Cisco Consortium.	
Irvine Valley College	
City of Rancho Santa Margarita	\$300.00
Facility Use Agreement – For facility rental for Paramedic	ψ000.00
graduation, November 12, 2015.	
Saddleback College	

Dr. Seiji Takaku	\$300.00
Independent Contractor Agreement – For guest speaker for the	φ300.00
Emeritus program, February 26, 2016.	
Saddleback College	
5	¢200.00
Donald Rodriguez	\$300.00
Independent Contractor Agreement – For guest speaker for the	
Emeritus program, February 5, 2016.	
Saddleback College	
Stephanie Getz	\$255.00
Independent Contractor Agreement – For guest musician for	
Wind Ensemble, October 9, 2015.	
Saddleback College	
James Stark	\$255.00
Independent Contractor Agreement – For guest musician for	
Symphony Orchestra, October 10, 2015.	
Saddleback College	
Patricia Bastis	\$255.00
Independent Contractor Agreement – For guest musician for	\$233.00
Symphony Orchestra, October 10, 2015.	
Saddleback College	<b>*</b> • <b>--</b> ••
Lisa Cherry	\$255.00
Independent Contractor Agreement – For guest musician for	
Wind Ensemble, October 9, 2015.	
Saddleback College	
Hee Jeong Przytulski	\$255.00
Independent Contractor Agreement – For guest musician for	
Wind Ensemble, October 9, 2015.	
Saddleback College	
Nicholas Patrick Gilroy	\$255.00
Independent Contractor Agreement – For guest musician for	•
Wind Ensemble, October 9, 2015.	
Saddleback College	
Brian Woodworth	\$255.00
Independent Contractor Agreement – For guest musician for	Ψ200.00
Wind Ensemble, October 9, 2015.	
Saddleback College	<b>*</b>
Mark M Ghiassi	\$255.00
Independent Contractor Agreement – For guest musician for	
Symphony Orchestra, October 10, 2015.	
Saddleback College	
Betty Whyte	\$255.00
Independent Contractor Agreement – For guest musician for	
Wind Ensemble, October 9, 2015.	
Saddleback College	

Claire Betram	\$255.00
Independent Contractor Agreement – For guest musician for	φ200.00
Wind Ensemble, October 9, 2015.	
Saddleback College	
Susan Sellers	\$255.00
Independent Contractor Agreement – For guest musician for	<i><b>4</b></i> 200100
Wind Ensemble, October 9, 2015.	
Saddleback College	
Brian Woodworth	\$255.00
Independent Contractor Agreement – For guest musician for	+
Symphony Orchestra, October 10, 2015.	
Saddleback College	
Valentina Gottlieb	\$250.00
Independent Contractor Agreement – For guest speaker for	•
Theatre Arts Master Class.	
Irvine Valley College	
The Blind Factory	\$245.00
Independent Contractor Agreement – For purchase and	
installation of blinds in MAP room and building A100.	
Irvine Valley College	
Survey Monkey	\$204.00
Software License Agreement – For renewal of survey software.	
District Services	
Dmitri Matheny	\$200.00
Independent Contractor Agreement – For guest musician for	φ200.00
American Jazz concert, October 8, 2015.	
Saddleback College	
Dr. William Shankle	\$100.00
Independent Contractor Agreement – For guest speaker for the	φ100.00
Emeritus program, January 29, 2016.	
Saddleback College	
Dr. Mariana De Saracho	\$100.00
Independent Contractor Agreement – For guest speaker on the	ψισοιοσ
Latino Americans series for the Library, November 18, 2015.	
Saddleback College	
Dr. Juani Funez-Gonzalez	\$100.00
Independent Contractor Agreement – For guest speaker on the	ψ100.00
Latino Americans series for the Library, October 7, 2015.	
Saddleback College	
Simplicity	\$39.95
Software License Agreement – For CoreFTP.com software to	ψυσισσ
be used with Advocate software.	
Irvine Valley College	

Anchoim Fire Deportment	¢0.00
Anaheim Fire Department Clinical Services Agreement – To provide medical assistant	\$0.00
program students with clinical hours for externship.	
Saddleback College	¢0.00
Six Flags Magic Mountain	\$0.00
Online Ticket Sales Agreement – To provide student discount	
ticket sales.	
Saddleback College	<b>A</b> 0.00
Disneyland Resort	\$0.00
Online Ticket Sales Agreement – To provide student discount	
ticket sales.	
Irvine Valley College	
ProQuest	\$0.00
License Agreement – For an electronic license to the Wall	
Street Journal.	
Irvine Valley College	
Keller Williams	\$0.00
Facilities Use Agreement – For offering of real estate class off	
campus.	
Saddleback College	
USC School of Social Work	\$0.00
Memorandum of Agreement – For USC students to intern at	
our site providing our Veterans outreach services.	
Saddleback College	
USC School of Social Work	\$0.00
Memorandum of Agreement – For USC students to intern at	
our site providing our Veterans outreach services.	
Irvine Valley College	
Saddleback Valley Unified School District	\$0.00
Memorandum of Understanding – For FY 2015-2016 Early	·
College program offered to qualified high school students.	
Irvine Valley College	
ICF Incorporated, LLC	\$0.00
Amendment No 1 – For an extended term from April 10, 2015	<i><b>40.00</b></i>
to December 31, 2015 for the California Advanced Lighting	
Controls Training-Building Operator Program (CALCTP-BOP).	
Irvine Valley College	

ITEM: 6.1 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Letter of Intent to Establish Collaborative Operating Agreements for Radio Station Licensees between California State University, Northridge (KCSN) and Saddleback College (KSBR)
- **ACTION:** Approval

#### BACKGROUND

Two radio stations, Saddleback College's KSBR/FM in Mission Viejo and California State University, Northridge's KCSN/FM in Northridge, share the same radio frequency range of 88.5 MHz. As a result in certain geographies, there can be signal interference by KCSN to KSBR and by KSBR to KCSN making the situation far from ideal. Both radio station staff have discussed the potential opportunity for having a combined signal.

#### <u>STATUS</u>

Saddleback College, working with District staff and legal counsel, have been in preliminary discussions with California State University, Northridge (CSUN) regarding a letter of intent which outlines areas in which a synchronized signal for KSBR and KCSN 88.5 via a joint powers authority and collaborating operating agreement could be achieved and be mutually beneficial to both parties. Collaboration benefits would be to have a unified 24/7 format, targeted audience of ages 25-54, additional student opportunities, co-branding of messaging and identity, and equal partnership in creating full broadcasting coverage in the #2 U.S. media market. It is anticipated that with this new arrangement, potential coverage area, audience listenership, and fundraising opportunities will dramatically increase. KSBR staff will make a presentation this evening outlining in more detail the proposal and benefits of this collaboration effort (EXHIBIT A).

The draft Letter of Intent (LOI) is attached (EXHIBIT B) and has been extensively reviewed by legal counsel and others, particularly in regards to legal and FCC requirements and guidelines. This LOI is non-binding but allows the two entities to negotiate and study further the concept of joint station operations and working under a joint operating agreement. Part of the exploration will be to conduct a market study and to reach agreement on income and expense distribution between the two parties.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the draft Letter of Intent (LOI) (EXHIBIT B) between SOCCCD and California State University, Northridge and authorize staff to finalize the LOI and move into the next stages of negotiations that, if successful, could lead to final operating agreements for future board review and approvals.

Item Submitted By: Dr. Tod. A. Burnett, President Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services



## Saddleback College (KSBR) 88.5 FM

## Cal State University Northridge (KCSN) 88.5 FM

**Proposed Partnership** 

EXHIBIT A Page 1 of 10



## **Bart McHenry Dean, Fine Arts & Media Technology Jim Rondeau Director, College Broadcast Services Charles Myers/Hiro Konishi Co-Chairs Cinema/TV/Radio Dawn Kamber KSBR News Director Terry Wedel Former Director, College Broadcast Services**

EXHIBIT A Page 2 of 10 SADDLEBACK C O L L E G E

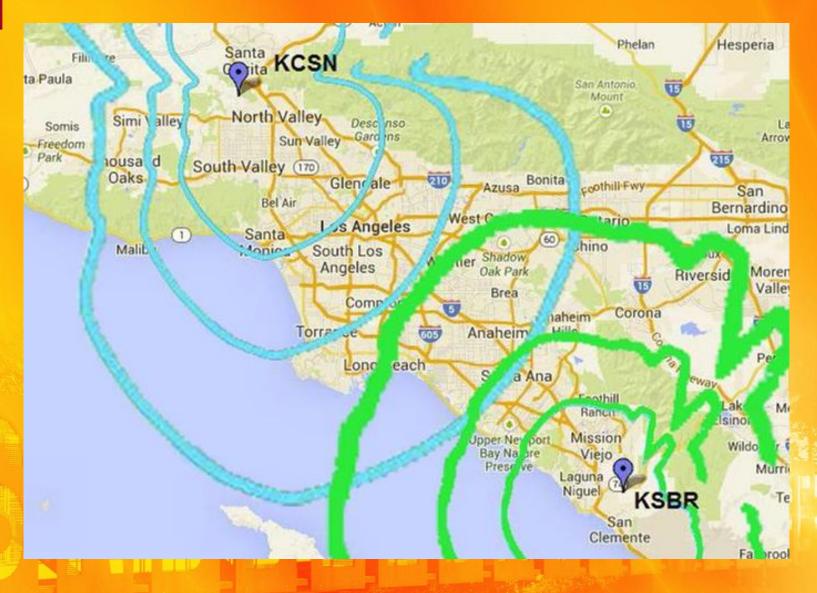


EXHIBIT A Page 3 of 10



## **Interference to KSBR (88.5) from KCSN (88.5)**

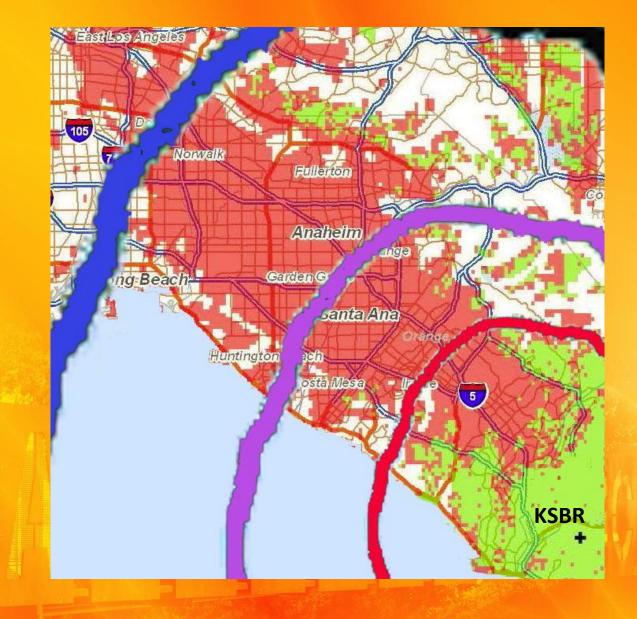


EXHIBIT A Page 4 of 10



## **Interference to KCSN (88.5) from KSBR (88.5)**

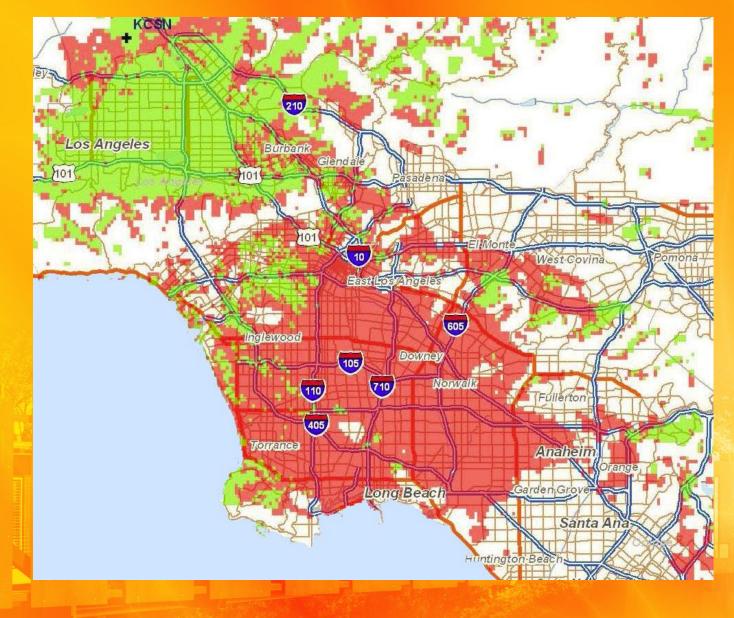


EXHIBIT A Page 5 of 10



## KSBR / KCSN 88.5 FM Combined Signal



EXHIBIT A Page 6 of 10



## **Non-Binding Letter of Intent**

- Synchronize KSBR 88.5FM and KCSN 88.5FM
- Adopt unified 24/7 format
- Target 25-54 demographic
- Provide student opportunities
- Co-branded messaging and identity

Equal partnership creating full coverage in 2<sup>nd</sup> largest U.S. media market



## **Win-Win Partnership**

	KSBR	KCSN	Partnership
Interference Free Coverage	372,000	<b>3.2 Million</b>	<b>11.5 Million</b>
Audience	37,000	198,000	500,000
General Fund Cost	\$341,000	\$347,000	<b>\$0</b>
Fundraising	\$70,000	\$540,000	\$5,000,000



## **Next Steps**

- Non-Binding Letter of Intent
- Negotiate/approve joint operating agreement
- Market study to create joint station
- Install and test synchronization equipment
- Formulate launch campaign
- Finalize programming schedule and staff
- Begin simulcast mid 2016



## KSBR / KCSN 88.5 FM Combined Signal



EXHIBIT A Page 6 of 10



## **Non-Binding Letter of Intent**

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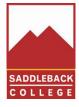


# **Questions?**

# **Thank you!**

EXHIBIT A Page 10 of 10







CALIFORNIA STATE UNIVERSITY NORTHRIDGE

#### LETTER OF INTENT

The purpose of this Letter of Intent ("Letter") is to set forth certain binding agreements and certain non-binding understandings between South Orange County Community College District ("SOCCCD"), the licensee of radio station KSBR(FM), Mission Viejo, California ("KSBR") and California State University, Northridge ("Cal State Northridge"), licensee of radio station KCSN(FM), Northridge, California ("KCSN"), in connection with the negotiation and execution of one or more definitive agreements establishing certain proposed station operating collaborations (the "Collaborative Undertakings") between KSBR and KCSN (each a "Station" and collectively the "Stations"), substantially on the terms and conditions set forth below. Except with respect to the Binding Provisions set forth below, it is understood that this Letter merely expresses our mutual intention with respect to the Collaborative Undertakings and does not constitute an obligation or commitment legally binding on the parties hereto. Such an obligation would only arise as the result of the execution and delivery of definitive agreement(s) satisfactory to the parties hereto.

#### Article I. KEY BUSINESS TERMS AND CONDITIONS.

The following numbered paragraphs reflect the current understandings of SOCCCD and Cal State Northridge with respect to the key business and economic terms relating to the Collaborative Undertakings, but do not constitute a complete statement of, or a legally binding or enforceable agreement or commitment on the part of, the parties with respect to the Collaborative Undertakings, except with respect to the Binding Provisions.

1. **Compliance with Law.** The definitive agreement(s) shall provide that the Collaborative Undertakings comply in all respects with all laws, regulations and requirements applicable thereto including, without limitation, the California Joint Exercise of Powers Act, California Government Code Sections 6500 to 6537; the Communications Act of 1934; and the regulations of the Federal Communications Commission, as each are amended from time to time. In furtherance thereof, each party shall engage specialized FCC counsel to undertake such analysis and inquiry concerning the Collaborative Undertakings proposed herein as each feels is necessary to fully inform the parties with respect to the applicability of FCC regulations to the proposed Collaborative Undertakings. In addition, each party shall consult appropriate counsel with respect to the form of agreement or authority required under the California Joint Exercise of Powers Act for the implementation of the Transactions contemplated herein.

2. Licensee Responsibility and Control. The definitive agreement(s) shall reflect that, notwithstanding collaboration between the Stations, each Licensee remains the licensee of its respective Station with all rights and responsibilities attendant thereto. At all times, SOCCCD, as licensee of KSBR, shall retain ultimate responsibility for the operation of KSBR in compliance with all laws, rules, policies and regulations of the FCC; and specifically will retain ultimate responsibility for KSBR's essential functions, including its programming, finances and personnel. At all times, Cal State Northridge, as licensee of KCSN, shall retain ultimate

responsibility for the operation of KCSN in compliance with all laws, rules, policies and regulations of the FCC; and specifically retain ultimate responsibility for KCSN's essential functions, including its programming, finances and personnel. Without limiting the foregoing, each licensee shall remain responsible for the maintenance of its respective Station's FCC licenses, including the timely filing and prosecution of all necessary submissions to the FCC such as applications for renewal of license, modification of facilities, ownership and other required reports. Each Station shall maintain a main studio that complies with the requirements of the FCC, including employing at least one management level and one staff level employee or volunteer whose "home base" is the Station's main studio during regular business hours. Each Station shall retain ultimate responsibility for the maintenance of the Station's public inspection file in a location and manner that complies with the FCC's rules. Each licensee shall further retain ultimate responsibility for all on-air operations of its respective Station, including station identification, ascertainment of community needs, and airing of programming that in the licensee's sole discretion is responsive to needs of its Station's community of license and listening audience. In furtherance thereof, each licensee shall document its programming policies with respect to such issues as "uses" of the Station by candidates for elective office, underwriting announcements, sponsorship identification, payola/plugola, obscene and indecent content, defamation, station identification, and issue-responsive programming, and retain the right to refuse to air any programming, including programming that is collaboratively developed, should such programming not comply with the Station's stated policies or if the licensee of that Station, in its discretion, should determine that certain programming does not serve the public interest. Finally, at all times, each licensee shall retain ultimate responsibility and control over the maintenance, repair or replacement of all aspects of the Station's physical plant.

3. **Collaborative Undertakings.** The definitive agreement(s) shall reflect the intention of the parties to undertake collaborative station operations for the purposes of enhancing the stations' service to the public, in terms of signal coverage and in terms of programming, and to share equally in all costs and benefits of such collaboration, except where prohibited by law or regulation, as well as any concomitant cost savings attributable to sharing operating expenses or staff resources during periods of independent operation. The definitive agreement(s) shall provide that the parties will undertake the following collaborations (collectively, the "Collaborative Undertakings").

(a) Technical Operation. The parties shall modify the facilities of one or both Stations or employ specialized equipment, as needed, to synchronize the Stations' signals to eliminate or reduce interference currently experienced between the signals that negatively impacts the Stations' ability to fully reach and serve the listening audience, particularly in areas where the Stations' signals overlap. Should such modification require FCC authorization, the licensee of the affected Station(s) shall prepare, file and prosecute the required application to the FCC. Inasmuch as the only purpose of undertaking such facilities modification or FCC application if required is to enable the Collaborative Programming and Collaborative Fundraising described below, the costs of securing such FCC authorization and of implementing the modification will be reimbursed from the proceeds realized through the Collaborative Programming and Collaborative Fundraising.

(b) Collaborative Programming. The Stations shall each operate a 24 hours per day, seven day per week, on-air programming schedule, with the exception of any periods

when damage to or upgrade/maintenance work on a Station's facilities prevents such operation. The parties will collaboratively program the Stations for such portions of their broadcast schedule as mutually agreed. Pursuant to such collaboration, both Stations will simultaneously air certain programming, which programming may be produced entirely at the studios of one of the Stations, may be produced in part at the studios of each Station, and/or may be secured for airing on the Stations from a third-party programming source (the "Collaborative Programming"). Outside of the Collaborative Programming, each Station shall retain the right to air unique local content.

(i) The overall approach to the content of the Collaborative Programming initially shall be established by the General Managers of each of the Stations, and such additional persons as may be agreed between the parties. Initially, the designated Program Director may be KCSN General Manager, Sky Daniels. The team shall meet periodically at an interval to be agreed upon by the parties to establish guidelines for Collaborative Programming and review their implementation. Day to day decision making as to the Collaborative Programming shall be made by the Program Director in consultation with the General Managers. In the event either Station determines, in its sole discretion, that it is not in the public interest to air any portion of the Collaborative Programming, the Station may reject that portion of the Collaborative Programming. Inasmuch as the benefits of the Transactions diminish in the event of significant program rejections, the definitive agreement(s) shall establish an agreed upon level of rejections which, if exceeded, would constitute grounds for termination of the agreement(s), as well as the procedures applicable to such a termination.

(ii) The initial program schedule may consist of KCSN programming during morning and evening drive time (6 am to 11 am and 3 pm to 7 pm) and KSBR programming during middays and evening (11 am to 3 pm and 7 pm to 10 pm), with the nationally distributed program, World Café airing form 10 pm to midnight.

(iii) The parties may establish a community advisory board to help inform each Station's decision making with respect to programming and other matters.

(c) Collaborative Fundraising. The parties will engage in fundraising activities that utilize the staffs and resources of both Stations and share the costs and revenues of such fundraising equally, except to the extent such equal sharing would violate the intent of the donor ("Collaborative Fundraising"). Collaborative Fundraising may take the form of (1) joint on-air membership drives, utilizing a single 1-800 phone number and sharing revenues, after reimbursement of joint expenses, via zip code reference determined by each Station's geographical coverage area, except where donor intent dictates otherwise; (2) coordinated underwriting designed to air on both Stations with equal sharing of revenues, after reimbursement of joint expenses (including an agreed upon allocation for labor); (3) joint sponsorship of benefit concerts or other events, with equal sharing of revenues, after reimbursement of joint expenses (including an agreed upon allocation for labor and for the focus or location of the event); (4) solicitation of major donors (individual donors of \$1,000 or more) with equal sharing of revenues, after reimbursement of joint expenses (including an agreed upon allocation for labor), so long as such sharing does not violate the intent of the donor; and (5) joint application for grants or awards from governmental, foundation, corporate or other sources, with equal sharing of revenues, after reimbursement of joint expenses (including an agreed upon allocation for labor).

(i) The overall approach to Collaborative Fundraising initially shall be established by a team consisting of the General Managers of each of the Stations, and such additional persons as may be agreed between the parties. The team shall meet periodically at an interval to be agreed upon by the parties to establish the guidelines and review their implementation. Day to day decision making as to the Collaborative Fundraising shall be made by the Program Director in consultation with the General Managers.

(ii) In the event that individual underwriters seek to target listeners in localized portions of a Station's coverage area, the Stations will agree as to how to allocate revenue and costs associated with such underwriting.

Collaborative Staffing. While engaged in Collaborative Programming and (d) Collaborative Fundraising, the Stations shall share staff resources, with staff costs attributable to Collaborative Programming and Collaborative Fundraising being shared equally between the Stations. Each Station shall retain (1) a full time General Manager and (2) such on-air staff, news personnel, and student interns as the Station licensee in its discretion determines is necessary or advisable for operations independent of Collaborative Programming and Collaborative Fundraising. The costs of such personnel attributable to Station operations independent of the Collaborative Programming and Collaborative Fundraising shall be borne solely by the Station incurring such costs. In addition to sharing personnel during Collaborative Programming and Collaborative Fundraising, the Stations may agree to pool staff resources for the Stations' operations independent of Collaborative Programming and Collaborative Fundraising. The types of personnel that may be shared in this manner include on-air staff, development staff, production staff, accounting and administrative staff, technical/engineering staff, news personnel, and website/social media staff. Expenses for shared personnel will be allocated between the Stations in accordance with the amount of time such personnel spend working on the independent operation of each Station. Day to day oversight of each Station's staff shall lie with that Station's General Manager. The day to day oversight of the shared staff shall lie jointly with the Stations' General Managers.

(e) Shared Expenses. The Stations will share equally in all expenses and revenues generated from Collaborative Programming and Collaborative Fundraising as described above. Such shared expenses may include the costs of conducting audience research and business modeling, of technically integrating the Stations' signals, and of branding the Collaborative Programming. The foregoing notwithstanding, in consideration of the execution of the definitive agreement(s), KCSN will allocate \$200,000.00 towards a launch event and marketing campaign.

(f) Additional Terms. The definitive agreement(s) shall additionally address the matters identified in Appendix A and such other issues as each party deems necessary.

### Article II. BINDING PROVISIONS.

Upon execution of this Letter by all the parties hereto, the following numbered paragraphs will constitute legally binding and enforceable agreements among the parties, in consideration of the significant costs to be borne by the parties in pursuing the Collaborative Undertakings and in consideration of their mutual agreements as to the matters described below:

1. **No Conflicting Agreement**. Each of the parties represents and warrants that it is not a party to or otherwise bound by any contract, agreement or understanding with any other person or entity that would conflict with, or would be violated by, the terms of this Letter or the transactions contemplated hereby, or which would prevent such party from entering into this Letter or completing the proposed transactions as described herein.

2. **Due Diligence and Cooperation**. The parties agree that upon execution of this Letter, they shall each designate one or more representatives to conduct reasonable due diligence concerning the proposed Collaborative Undertakings for a period of thirty (30) days (the "Due Diligence Period"). Such Due Diligence may be conducted independently or jointly. The parties agree to cooperate and use commercially reasonable efforts to complete the due diligence, including promptly providing any information reasonably requested in connection therewith by the other party. At the end of the Due Diligence Period, the representatives shall provide to their respective governing bodies the results of such due diligence addressing the issues identified on Appendix A hereto, and such other or additional matters as each party deems necessary.

3. **Negotiation in Good Faith**. Subject to the right of either party to terminate this Letter as provided in paragraph 9 of this Article II, beginning with the signing of this Letter and continuing throughout the Due Diligence Period and for a period of thirty (30) additional days (the "Negotiation Period"), the parties will negotiate in good faith and use their reasonably diligent efforts to arrive at mutually acceptable, definitive agreements which are consistent with the terms of this Letter for approval, execution and delivery on the earliest reasonably practicable date.

4. **Exclusive Dealing**. Neither party will not solicit or entertain offers, negotiate or in any manner encourage or discuss any proposal, or enter into any agreement, which would conflict with the Collaborative Undertakings contemplated hereby.

5. **Costs.** The parties hereto will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants and other advisors, incurred in connection with the negotiation, preparation, execution and delivery of the agreement(s) and the Collaborative Undertakings contemplated hereby. Notwithstanding anything to the contrary contained herein, in the event this Letter is terminated and the Collaborative Undertakings contemplated by this Letter are not consummated due to a breach by a party of any of the binding provisions set forth in this Letter, the non-breaching party shall be entitled to recover expenses reasonably incurred after the date hereof.

6. **Confidentiality**. Each of the parties agrees that (except as may be required by law) it, he or she will not disclose or use, and it will cause its owners, directors, officers, employees, representatives, agents and advisors not to disclose or use, any Confidential

Information (as hereinafter defined) furnished, or to be furnished, by the other party, except in connection with their evaluation and negotiation of the Collaborative Undertakings. For the purposes of this paragraph, "Confidential Information" shall include, but not be limited to, the terms of this Letter, the existence and content of any discussions/negotiations between the parties and any and all other information (written or oral) exchanged between the parties, including, without limitation, all business, business plan, financial, technical and other information of the disclosing party designated or marked confidential or by its nature or circumstances surrounding its disclosure should reasonably be regarded as confidential; except that the parties may (i) inform advisors, banks, counsel, and employees (all of whom shall be subject to the same confidentiality obligations) with a need to know as each party deems necessary, and (ii) make appropriate disclosures if required by applicable securities or other laws. It is further understood that any information that is already in the public domain at the time of disclosure hereunder shall not be considered "Confidential Information". If this Letter is terminated and the Collaborative Undertakings are not consummated, each party will promptly return all documents, and information received from the other party which contain any Confidential Information.

7. **Entirety**. This Letter constitutes the entire understandings and agreements between the parties hereto with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). This Letter may be amended only by written agreement, signed by the parties hereto.

8. **Governing Law**. The validity, interpretation and performance of the terms of this Letter shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

9. **Term, Termination and Extension.** This Letter shall become effective on the date of execution by the last party and continue for a period of sixty (60) days (the "Term"). The parties may mutually agree in writing to extend either the Due Diligence Period or the Negotiation Period or both. In the absence of a signed agreement extending the Due Diligence or Negotiation Period(s), this Letter shall terminate, without further liability on behalf of either party except for the Binding Provisions, if definitive agreement(s) have not been signed on or before the last day of the Term. In addition, either party may terminate this Letter, if the terminating party is not then in default hereunder, without further liability on behalf of either party except for the Binding Provisions, by giving notice to the other in writing at the address indicated below.

10. **Counterparts**. This letter may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this letter and all of which, when taken together, shall be deemed to constitute one and the same agreement

11. **Successors and Assigns**. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their successors and assigns. No party may assign any of its rights, privileges or obligations hereunder without the prior written consent of each other Party.

12. **Equitable Remedy.** The parties agree that irreparable damage would occur in the event that any of the provisions of the Binding Provisions were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that, in addition to any other remedies to which the parties are entitled at law or in equity, the parties shall be entitled to an injunction or injunctions to prevent breaches of the Binding Provisions and to enforce specifically the terms and provisions of the Binding Provisions. Each party further agrees to waive, and to use its best efforts to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

13. **Notices.** Any written notice required or permitted to be given under this Letter shall be addressed in the manner indicated below and deemed effective upon personal delivery to the party, if notice is delivered in-person or by overnight courier and on the third business day if notice is mailed via US Mail:

If to SOCCCD:

Debra L. Fitzsimons Vice Chancellor of Business Services South Orange County Community College District 28000 Marguerite Parkway Health Sciences Building Mission Viejo, California 92692-3635 Email: <u>dfitzsimons@socccd.edu</u> Cc: James Rondeau-Director of College Broadcast Services Bart McHenry, Dean, Fine Arts and Media Technology

If to Cal State Northridge:

IN WITNESS WHEREOF, the parties have executed this Letter on the date or dates below indicated.

# SOUTH ORANGE COUNTY COMMUNITY<br/>COLLEGE DISTRICTCALIFORNIA STATE UNIVERSITY,<br/>NORTHRIDGE

By:	_By:
Tod Burnett, President, Saddleback College	-
Date:	Date:
By:	_By:
Dr. Debra L. Fitzsimons, Vice Chancellor -	
Business Services	
Date:	Date:

# Appendix A

# Additional Terms to Be Considered

1. Oversight: The overall structure and process of the governance body, such as a committee comprised of members of both parties, by which the parties will establish and oversee the operational policies underpinning the Collaborative Undertakings. Such structure and process must assure equal representation to each party, provide a methodology for resolving any disputes, provide for appropriate accounting and budgeting, and establish periodic review of implementation.

2. Key Personnel: Identity of key personnel or positions, along with the description of each such position, responsibilities, accountability and oversight; the process for making hiring and firing decisions relating to such key personnel.

3. Day to Day Operations: A delegation of authority to one or more key personnel for implementation of the operational policies established by the governance body. Such delegations must identify the personnel and processes applicable to the following areas:

- a. Employment Issues: Establishment of staffing levels, duties attendant to each staff position, procedures for recruiting, hiring, promoting, firing, reviewing performance of staff members, allocation of staff member labor to Collaborative Undertakings and for purposes of payroll, seniority and benefits, if applicable.
- b. Budgetary Issues: Expenditures, acquisitions, allocations of costs among each Station and the Collaborative Undertakings, including the engagement of consultants and experts. Allocation of revenues among each Station and the Collaborative Undertakings, including provisions to assure each licensee retains responsibility for and revenue from on-air fundraising.
- c. Branding: Strategy and implementation.
- d. Intellectual Property: Ownership and continued use of assets jointly-developed during collaboration, including, but not limited to, product names, programming features, syndicated offerings, fundraising events, logos, mascots and audio/visual signatures.
- e. Database Management: Maintenance, ownership and usage guidelines for donor lists.
- f. Digital: Development, maintenance and ownership of collaboration web, internet and mobile assets.
- g. HD Distribution: Plan for distribution of current KSBR programming via KCSN-HD.

4. Retained Obligations: Itemization of matters not attributable to the Collaborative Undertakings.

5. Term and Termination. The definitive agreement(s) will set forth the initial Term, the circumstances under which the agreement(s) may be terminated or extended, and unwind procedures/consequences of any termination.

6. Student Transfer Cooperation. In consideration of the execution of the definitive agreement(s) proposed herein, the definitive agreement(s) will provide that the parties shall negotiate and execute an additional agreement establishing a priority transfer procedure by which eligible students of Saddleback College can receive preferred acceptance into Cal State Northridge.

7. Student Opportunity: Ongoing program to offer broadcasting opportunities to Saddleback College students.

# Appendix B

# **Due Diligence Checklist**

# 1. Technical Operation

(a) A short description of the technical steps that must be undertaken to permit the Stations to synchronize their signals.

(b) The extent to which such synchronization will reduce or eliminate interference between the Stations during Collaborative Programming, including the expected impact of such synchronization on the coverage area of each Station.

(c) The extent to which such technical steps allow each Station to air unique local content, and/or reject Collaborative Programming.

(d) The extent to which such technical steps allow each Station to comply with the station identification requirements of the FCC during Collaborative Programming and during independent operation.

(e) A list of equipment needed to implement such synchronization, the expected cost of the equipment and installation, the timeframe for same, and whether same is expected to require FCC approval.

(f) A list of any additional equipment required by the Collaborative Programming, such as remote equipment for events, along with the cost and timing of the installation.

2. Collaborative Programming

(a) A proposed program schedule showing the dayparts dedicated to Collaborative Programming; the proposed content of the Collaborative Programming during each daypart, including the number and duration of promotional/informational opportunities reserved for the host institution of each Station during Collaborative Programming and the number and duration of news segments produced by each Station to air during Collaborative Programming; the dayparts during which each Station will engage in independent operations; and the proposed on-air content to be aired during such dayparts.

(b) A list of the audience research reasonably needed to enable program format decision making, a list of the vendors capable of producing such research, a timeline for securing such research, and estimated costs thereof.

(c) The Station(s) programming guidelines.

3. Collaborative Fundraising

(a) Anticipated increase in membership of the Station(s) due to the Collaborative Undertakings.

(b) A list of consultant services reasonably needed to enable fundraising decision making, a list of vendors capable of providing such services, a timeline for securing such services, and estimated costs thereof.

- (c) The Station(s) guidelines for fundraising/underwriting.
- 4. Collaborative Staffing
  - (a) A list of the Station(s) current staff and a description of their duties.

# 5. Shared Expenses

(a) A budget reflecting Station(s) current operations, with retained expenses separately identified.

(b) Outline of launch event and marketing related to it.

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Saddleback College Sciences Building Project, Construction Management Services Agreement, Amendment No. 1, Kitchell CEM, Inc.
- **ACTION:** Approval

On December 17, 2013, the Board of Trustees approved an agreement with Kitchell CEM, Inc., for the Saddleback College Sciences Building project for \$1,172,950. The original agreement provided for contract amendments, if necessary.

Construction management services are on-going and will continue through project close out. A contract extension is necessary to address the increase in project duration and additional services related to project close out.

# <u>STATUS</u>

Kitchell CEM, Inc. has agreed to extend construction management services through project close out. The firm has requested an additional fee of \$186,872.

Staff recommends approval of Amendment No. 1 (EXHIBIT A) for an extension with a new completion date of May 16, 2016 in the amount of \$186,872 for a revised contract amount of \$1,359,822.

Basic aid funds are available within the existing project budget of \$67,358,000.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) to the agreement with Kitchell CEM, Inc. to provide construction management services for the Saddleback College Sciences Building project through May 16, 2016 in the amount of \$186,872 for a revised contract amount of \$1,359,822.

# AMENDMENT NO. 1 TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR SCIENCES BUILDING PROJECT SADDLEBACK COLLEGE

# October 26, 2015

**THIS AMENDMENT** shall modify the original agreement dated December 17, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Kitchell CEM, Inc., 940 South Coast Drive #115, Costa Mesa, CA 92629, 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 a total contract value of \$1,172,950; and

**WHEREAS**, the length of services has increased on the Sciences Building project at a total amount of \$186,872; and

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

Modify Article I, paragraph 6 to read, "The services covered by this AGREEMENT shall be completed within <u>29</u> months (May 16, 2016) of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification."

PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES

Original Contract Amount:		\$1,172,950
Amendment No. 1		<u>\$ 186,872</u>
	<b>Total Contract Amount</b>	\$1,359,822

**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" Kitchell CEM, Inc.

By:\_\_\_

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

Russell A. Fox President

Date:

Date:\_\_\_\_

ITEM: 6.3 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Saddleback College Technology and Applied Science Swing Space Project, Change Order No. 3, 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 and September 26, 2015, the Board approved Board Change Orders No. 1 & 2 in the amounts of \$102,070 and 62,697 for a revised GMP of \$6,981,450.

# <u>STATUS</u>

Additional work is required due to unforeseen conditions and district requested project enhancements. Solpac Construction, Inc. has provided a cost proposal for \$84,247, which has been reviewed and is recommended by staff.

The required modifications are contained in Change Order Requests No. 30-32, and 34. Approval of Board Change Order No. 3 (EXHIBIT A) will increase the Solpac Construction, Inc. contract amount by \$84,247 for a revised contract amount of \$7,065,697.

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. 3 (EXHIBIT A) in the amount of \$84,247 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 \$7,065,697.

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

# Technology and Applied Science Swing Space Project Saddleback College Board Change Order No. 3

# October 26, 2015

SOCCCD Bid #	DESCRIPTION	CONTRACTOR		GMP* CONTRACT AMOUNT	PREVIOUSLY APPROVED CORs	BCO No. 3 Total	REVISED GMP CONTRACT AMOUNT
2022	ATAS SS	Solpac Construction, Inc. (dba Soltek Pacific Construction Company)		\$6,817,083	\$164,767	\$84,247	\$7,065,697
		2424 Congress St. 200 San Diego, Ca., 92110	TOTAL	\$6,817,083			\$7,065,697

\*GMP = Guaranteed Maximum Price

СО			Requested			Time
Request	Date	Description	Ву	Status	Amount	Extension
30	09/17/15	Install gas line to E. College Dr.	Unforeseen	Reviewed	41,376	0
31	09/17/15	Delete data cables	District	Reviewed	-292	0
32	09/17/15	Power and data for Village 8	District	Reviewed	10,564	0
34	10/06/15	Install air blown fiber to the LRC	District	Reviewed	32,599	0
					\$84,247	0

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Saddleback College Technology & Applied Science Building Swing Space Project, Architectural Services Agreement, Amendment No. 8, R2A Architecture
- **ACTION:** Approval

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 9/23/13, 1/27/14, 5/19/14, 12/15/14, 01/26/15, 6/22/15 and 9/28/15 the Board of Trustees approved Amendments No.1 through 7 for a total of \$266,118 and a revised contract amount of \$751,118.

# <u>STATUS</u>

Additional architectural services are required to assist the district with designing a new gas line connection to College Drive East. R2A Architecture has agreed to provide the additional architectural services for a fee of \$2,350.

Staff recommends approval of Amendment No. 8 (EXHIBIT A) for \$2,350, for a new contract total of \$753,468.

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. 8, (EXHIBIT A) in the amount of \$2,350 with R2A Architecture, for the Saddleback College Technology & Applied Science Building Swing Space project for a total fee of \$753,468.

# AMENDMENT No. 8 TO ARCHITECTURAL SERVICES AGREEMENT FOR TECHNOLOGY & APPLIED SCIENCES BUILDING SWING SPACE PROJECT SADDLEBACK COLLEGE

# October 26, 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 gas line connection on College Drive East which is 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; and

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

Original Contract Amou	int:	\$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		\$ 3,838.00
Amendment No. 8		<u>\$ 2,350.00</u>
	<b>Revised Contract Amount:</b>	\$753,468.00

**IN WITNESS HEREOF**, the Parties have executed this Amendment No. 8 as of the date set forth above.

"DISTRICT"	"CONSULTANT"
South Orange County Community College District	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:	Irvine Valley College: Grant Acceptance, U.S. Department of Education, Asian American Native American Pacific Islander Serving Institutions Program
ACTION:	Approval

Irvine Valley College (IVC) has received an award from the U.S. Department of Education for Asian American Pacific Islander Serving Institutions (AANAPISI) to improve and expand its capacity to serve AANAPI students. This award grants IVC the distinction as a Minority Serving Institution (MSI) which will position the college to apply for grants specific to MSIs. IVC's project will address the needs of disadvantaged students, particularly low-income students, first generation students, and ESL students. The project proposes three major activities: A Difference Education Intervention, an English as a Second Language Acceleration and Technology Project, and the establishment of an AANAPI Intercultural Learning Center. These activities have been designed to meet the needs of the AANAPI target population and align with the college's vision, mission, and goals.

# <u>STATUS</u>

Irvine Valley College is prepared to establish the Advanced Intercultural Learning Center for AANAPI students and serve the region with effective interventions designed to increase the number and proportion of high-need students who are academically prepared for, enroll in, or complete on time college, other postsecondary education, or other career and technical education. The Grant Application Abstract, as presented in EXHIBIT A, is for \$1,500,000. The performance period is from October 1, 2015 through September 30, 2020.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve this award from the U.S. Department of Education for Asian American Pacific Islander Institutions for \$1,500,000.

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

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

- 1. PROJECT TITLE: Advanced Intercultural Learning Center
- 2. PROJECT DIRECTOR: Carolina Kussoy
- 3. PROJECT ADMINISTRATOR: Corine Doughty
- 4. GRANTOR AGENCY: U.S. Department of Education
- 5. FUNDING SOURCE: Asian American Native American Pacific Islander Serving Institutions
- 6. STARTING AND ENDING DATES OF THE PROJECT: 10/01/2015 9/30/2020
- 7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Irvine Valley College has received an award from the U.S. Department of Education for Asian American Pacific Islander Serving Institutions (AANAPISI) to improve and expand its capacity to serve AANAPI students. This award grants IVC the distinction as a Minority Serving Institution (MSI) which will position the college to apply for grants specific to MSIs. IVC's project will address the needs of disadvantaged students, particularly low-income students, first generation students, and ESL students. The project proposes three major activities: A Difference Education Intervention, an English as a Second Language Acceleration and Technology Project, and the establishment of an AANAPI Intercultural Learning Center. These activities have been designed to meet the needs of the AANAPI target population and align with the college's vision, mission, and goals.

- 8. SUMMARY BUDGET
  - Grant In Kind Award Matching

\$1,500,000.00

S

Indirect Costs S

Total

Project

\$1,500,000.00

9. APPROVALS Division/School Dean President

Vice President of Instruction/Students

Vice Chancellor, Technology & Lrng Serv

Chancellor Revised: 9-10-01

# **EXPENDITURES SUMMARY**

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

		<b>MATCHING*</b> (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor		
1000 Certificated Salaries	\$381,372.00	\$			
2000 Classified Salaries	\$ <u> </u>	\$			
3000 Benefits	\$ <u>245,170.00</u>	\$			
4000 Supplies	\$ <u>26,346.00</u>	\$			
5000 Contracted Services and Other Expenses	\$154,495.00	\$			
6000 Capital Outlay	\$ <u>133,279.00</u>	\$			
<b>7000 Other Charges</b> (e.g.: Indirect Costs)	\$	\$			
TOTALS	\$ <u>1,500,000.00</u>	\$			

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

#### PROJECT PERSONNEL (reflects the Expenditure Detail above)

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

PARTNERSHIPS (if applicable)

Partnership Nam	e/Location			
•Retail	<ul> <li>Technology</li> </ul>	•Real Estate Public	•Public: City, Education, 1	Municipalities
<ul> <li>Hospitality</li> </ul>	•Health Care	<ul> <li>Manufacturing</li> </ul>	•Charitable Non-Profit	•Financial
Partnership Nam	e/Location			
•Retail •Hospitality	•Technology •Health Care	<ul> <li>Real Estate Public</li> <li>Manufacturing</li> </ul>	•Public: City, Education, •Charitable Non-Profit	Municipalities •Financial

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Irvine Valley College, Use of the Magnolia High School District Bid for Technology Equipment and Peripherals, CDW Government, LLC
- **ACTION:** Approval

Scheduled replacement of technology equipment for instructional and office use is an ongoing necessity as technology advances each year. Orders for technology equipment and peripherals are routinely replaced according to the needs of the district and available budgets.

California Public Contract Code Section 20652 allows a community college district to acquire equipment by utilizing an existing contract of another public entity. Magnolia School District of Anaheim, California has an existing agreement that includes a piggyback clause with CDW Government, LLC for Technology Equipment and Peripherals, Bid No. MSIT3, I-23-2014/15.

# <u>STATUS</u>

District and college staff have reviewed pricing and available discounts and have determined the Magnolia School District agreement meets the district's needs and will be in the best interest of the district to use. The agreement has been evaluated and approved for use by OCDE Legal Counsel and it may be renewed annually for up to five years. The agreement is available for review in the Facilities Planning and Purchasing department.

This approval applies to purchases made within the term of the agreement and is contingent upon the availability of funds for each purchase. The annual purchases are not to exceed \$2,500,000.

Basic aid funds are available for this project in the FY 2015-2016 budget, as well as department operations budgets.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve use of the 2015 Technology Equipment and Peripherals bid, Project No. MSIT3, I-23-2014/15 between CDW Government, LLC and Magnolia School District. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Irvine Valley College Liberal Arts Building Project, Board Change Order No. 5, Swinerton Builders
- **ACTION:** Approval

On April 30, 2012, the Board of Trustees adopted Resolution 12-17 authorizing design-build procurement for the Irvine Valley College Liberal Arts Building project. On January 22, 2013, a design-build contract was approved with Swinerton Builders with a Maximum Allowable Price of \$8,850,000. On 1/27/14, 7/21/14, 5/18/15 and 6/22/15 the Board of Trustees approved Board Change Order Nos. 1 through 4, for a total of \$383,352 and a revised contract value of \$9,233,352.

# <u>STATUS</u>

Project additions and deletions are reflected in the recommended Board Change Order No. 5 (EXHIBIT A) for a recommended increase of \$22,382 and a revised contract total of \$9,255,734. Board Change Order No. 5 has no increase to the project duration.

Basic aid funds are available within the approved project budget of \$13,012,895.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 5 (EXHIBIT A) to the agreement with Swinerton Builders for the Irvine Valley College Liberal Arts Building project and authorize staff to execute the corresponding change order, which will result in an increase of \$22,382, for a revised contract total of \$9,255,734, with no increase to the project duration.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT Liberal Arts Building Project at Irvine Valley College Board Change Order No. 5 October 26, 2015

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved CORs	BCO # 5 COR Total	REVISED CONTRACT AMOUNT
307	Design-build	Swinerton Builders		\$8,850,000	383,352	22,382	\$9,255,734
			TOTAL	\$8,850,000	383,352	22,382	\$9,255,734

PCO No.	Date	Field Order (FO) Description	Requested	Status	Amount	Added Days
15	4/10/15	Plugs & breakers in hallway for FFE	College	Reviewed	5,181	
30	06/02/15	Delete Feminine napkins in restrooms	College	Reviewed	-500	0
31	06/03/15	Install (2) 50 amp breakers in the IDF	College	Reviewed	7,144	0
32	06/03/15	Additional demolition at turnabout	Unforeseen	Reviewed	4,883	0
33	06/12/15	Upgrade to LCN closures at restrooms	College	Reviewed	6,111	0
34	06/12/15	Install 8 shelves in restrooms	College	Reviewed	2,666	0
35	06/23/15	DSA review costs from Mar – May 2015	District	Reviewed	-476	0
36	6/23/15	Testing & inspection Jan – May 2015	District	Reviewed	-10,220	0
37	10/6/15	IOR Over time 1/1/2015 – 05/31/2015	District	Reviewed	-3,000	0
38	10/06/15	Install stainless steel flashing at curb	District	Reviewed	6,453	0
39	10/05/15	Revised signage - A400 to Liberal Arts	College	Reviewed	3,917	0
40	10/06/15	DSA review costs Jun – Aug 2015	District	Reviewed	-527	0
		Total			\$22,382	0

ITEM: 6.8 DATE: 10/26/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Irvine Valley College Life Sciences Building Project Architectural Services Agreement, Amendment No. 8, Dougherty + Dougherty Architects, LLP
- **ACTION:** Approval

# BACKGROUND

On November 17, 2008, the Board of Trustees approved hiring Dougherty + Dougherty Architects, LLP for the Irvine Valley College Life Sciences Building project for \$1,080,310. The original agreement provided for additional services, if necessary. Amendments for \$334,201 were previously approved for a total contract amount of \$1,414,511.

A notice of completion was issued to the Surety on March 31, 2014. During the first year of occupancy, the project budget remains open to address issues that do not meet the original building design intent. One item requires review by the Division of the State Architect's Office (DSA).

# <u>STATUS</u>

Faculty and staff identified operational, safety and aesthetic deficiencies. District staff has reviewed the requests and determined there are items that do not meet the original building design intent. One of these items requires DSA review and approval.

Staff recommends approval of a contract amendment in the amount of \$8,100 (EXHIBIT A) to Dougherty + Dougherty Architects, LLP architectural services agreement for a new contract total of \$1,422,611.

Funds for these services are available within the approved basic aid project budget of \$17,410,000.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 8 in the amount of \$8,100 (EXHIBIT A) with Dougherty + Dougherty Architects, LLP for the Irvine Valley College Life Sciences Building project for a total fee of \$1,422,611.

# AMENDMENT No. 8 TO ARCHITECTURAL SERVICES AGREEMENT FOR LIFE SCIENCES BUILDING PROJECT AT IRVINE VALLEY COLLEGE

#### October 26, 2015

**THIS AMENDMENT** shall modify the original agreement dated November 18, 2008, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Dougherty + Dougherty Architects, LLP, 3194 Airport Loop Road, Costa Mesa, CA 92626-3405, hereinafter referred to as "ARCHITECT."

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

**WHEREAS**, the work is complete and certain deficiencies have been identified in the building that require additional work; and

WHEREAS, the scope of design services has been increased by \$8,100 to accommodate DSA review; and

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

ORIGINAL CONTRACT AMOUNT:	\$1,080,310
Amendment No. 1:	19,500
Amendment No. 2:	6,000
Amendment No. 3:	3,450
Amendment No. 4:	115,750
Amendment No. 5:	92,598
Amendment No. 6:	47,003
Amendment No. 7:	49,900
Amendment No. 8:	8,100
<b>REVISED CONTRACT AMOUNT:</b>	\$1,422,611

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

"DISTRICT" South Orange County Community College District

"CONSULTANT" Dougherty + Dougherty Architects, LLP

By:\_\_\_\_

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

Brian Paul Dougherty Owner

Date:\_\_\_\_\_

Date:

- **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: Discussion / Approval

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.

# <u>STATUS</u>

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on September 17, 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 through D.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# 101 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

4117 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# 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.

# <u>References</u>:

- 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, <u>11087-11097</u> 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

5050 STUDENTS

SOUTH ORANGE COUNTY` COMMUNITY COLLEGE DISTRICT

# 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

5404 STUDENTS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# 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 <u>the</u> administrative 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,—<u>that ensure thatAll</u> students, faculty, and staff who are victims of sexual and other assaults <u>will</u> receive appropriate information and treatments,—<u>and that eE</u>ducational information about preventing sexual violence <u>is provided will be available</u> and publicized as required by law. <u>The regulations shall meet the criteria contained in the Education Code.</u>

References:

Education Code Section 67385.<u>-and</u> 67385.7<u>, and 67386</u>; The Jeanne Clery Disclosure of Campus Security Policy Campus Criminal Statistics Act; 34 C.F.R. §668.46<del>(b)(11)</del> Education Code Sections 67385, 67385.7

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: Board Policy Revision: BP-3501 Campus Security and Access, BP-5130 Financial Aid, BP-5408 Classroom Supervision, BP-6105 Graduation Requirements for Degrees and Certificates for Achievement
- ACTION: Review / Study

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 October 15, 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.

3501 BUSINESS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# CAMPUS SECURITY AND ACCESS

The Chancellor shall work with the Presidents to establish key access control procedures for security and access to District facilities necessary to provide the highest degree of security possible for students, faculty, and staff, and to safeguard the property of the District and the personal property of those who work and study at District facilities. An administrative regulation will be developed to address details of access to campus facilities.

Reference:

Education Code, Section 81600, et seq.,

*— California Penal Code Section 469,* 

- 34 Code of Federal Regulations, Section 668.46(b)(3)
- ACCJC Accreditation Standard III, B.1

5130 STUDENTS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# FINANCIAL AID

The Financial Aid Department will use the nationally standardized Needs Analysis Procedures designed by the United States Department of Education to determine the eligibility of each student who applies for financial aid while attending the South Orange County Community College District.

A program of financial aid to students will be provided which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures, and standards issued by the funding agency, and will incorporate federal, state, and other applicable regulatory requirements.

The District shall establish, publicize, and apply satisfactory academic progress standards for participants in the Title IV student aid programs.

References: California Education Code Section 66021.6, 76300 20 United States Code Sections 1070 et. seq. 34 Code of Regulations, Section 668 United States Department of Education regulations on the integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended <u>Title 5, Sections 58600 et. seq.</u> <u>ACCJC Accreditation Standard III.D.15</u>

**STUDENTS**BUSINESS

# **BOARD POLICY**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# CLASSROOM SUPERVISION FOR APPORTIONMENT

During scheduled class times, students are allowed to remain in classrooms or laboratories only when supervised by an academic employee or by an authorized instructional assistant or aide under the direction of an academic employee. <u>Only supervised classes can be counted for apportionment purposes</u>. as specified in the California Code of Regulations,.

Reference:

*Title 5, Section 58051(a) 58056 (c)* 

Adopted: 2-11-80 Revised: 5-15-89 Revised: 4-26-99 Revised: 6-26-06

Reviewed by BPARAC & Chancellor on 8-17-11. No recommended change to policy.

Page 1 of 1

6105 INSTRUCTION

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# GRADUATION REQUIREMENTS FOR DEGREES AND CERTIFICATES OF ACHIEVEMENT

The District grants the degrees of Associate in Arts (AA), Associate in ArtsDegree for Transfer (AA-TADT), and Associate in Science (AS), and Associate in Science for Transfer (AS-T) to those students who have completed the subject requirements for graduation and who have attained a 2.0 grade point average in courses applicable to the degree. Students must also complete the general education, residency, and competency requirements set forth in Title 5 regulations.

Students may be awarded a Certificate of Achievement upon successful completion of a State approved pattern of degree-applicable coursework.

The Chancellor, in consultation with the faculty, shall establish procedures to determine degree and certificate requirements that include appropriate involvement of the local curriculum committee. The procedures shall assure that graduation requirements are published in the colleges' catalogs and included in other resources that are convenient for students.

Reference:

Education Code Section 70902(b)(3) Title 5, Sections 55060 et. seq. Board Policy – 2100.1-Delegation of Authority to Academic Senate <u>Accreditation Standard II, A</u>

TO:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting
ACTION:	Approval

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."

# <u>STATUS</u>

Trustee Terri Whitt was absent from the September 28, 2015 board meeting due to family matters.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 15-38 (Exhibit A) authorizing payment to Trustee Whitt who was absent from the September 28, 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 15-38**

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 September 28, 2015, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee Terri Whitt could not be present at the meeting; and WHEREAS, it was determined that Trustee Whitts' absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Whitt shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, September 28, 2015.

то:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	SOCCCD: Recess to Public Hearing – District Initial Proposal to the SOCCCD Police Officers Association
	Public Hearing

On September 28, 2015, the Board of Trustees received and accepted the initial proposal from the District to the SOCCCD Police Officers Association (POA) for review and study.

# <u>STATUS</u>

The Board will conduct a public hearing to provide an opportunity for the public to comment on the District's initial proposal to the POA (Exhibit A).



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

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.

# <u>STATUS</u>

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.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

#### A. <u>NEW PERSONNEL APPOINTMENTS</u>

# 1. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

			<u>Approx.</u>	
			<u>Salary</u>	
Applicant Applicant	Highest Degree	Assignment	<b>Placement</b>	Start Date
Layton, Larry	MBA	Business/SC	II/1	02/22/16
Licavoli, Lisa	MA/Kinesiology	Emeritus/SC	II/1	01/19/16
White, Jerilyn	MA/Human Devlp't	Child Devlp't/SC	II/5	03/28/16

#### 2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

			<u>Approx.</u>	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement 1997	Start Date
Aminzadeh, Roya	MA/Ed Counseling	Counseling/SC	II/1	09/01/15
Bridges, Stephanie	MA/English	English/SC	II/1	08/17/15
Johnson, Clayton	BA/English & TESOL	Adult Ed/ESL/SC	I/1	08/25/15
Levinson, Martin	MA/Physical Educ.	Phys. Edu./SC	II/1	08/17/15
Lona, Jennette	MA/Counseling	Counseling/IVC	II/1	08/17/15
Muir, Shannon	MA/Edu. Counseling	Counseling/IVC	II/1	08/17/15
Nieves Lucas, Sara	MA/Counseling	Transfer Ctr./SC	II/8	08/17/15
Rizzo, Jennifer	EdD/Sports Mgmt.	Kinesiology/SC	V/1	08/17/15
Rodriguez, Angela	MA/English	English/SC	II/1	10/12/15

#### 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.

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
Begalli, Domingos	BS/Electrical Engin.	Comp. Sci./SC	I/1	10/06/15

Equivalency is based upon a Bachelor of Science degree in Electrical and Computer Engineering from UC Santa Barbara. Additionally, Mr. Begalli has over 20 years of experience as Director of Scientific Computing at UC Irvine. His duties include computing support for the Physical Sciences, Mathematics Department, administrative support, and developmental support for scientific, instructional, and administrative computing. He also has teaching experience in both the Information and Computer Science Departments at UC Irvine and UC Riverside in such topics as UNIX systems, C, and C++. He also has over 35 years of programming experience in many languages such as C, C++, Cobalt, and Fortran.

#### 2. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4002.1) - Continued

			<u>Approx.</u>	
			<u>Salary</u>	
Applicant	Highest Degree	Assignment	Placement	Start Date
Bogusiewicz, Kelley	BA/Legal Studies	Adult Ed-ESL/SC	I/1	08/25/15

Equivalency is based on a Bachelor's Degree in Legal Studies from the University of California-Berkeley, and a Multiple Subject Teaching Credential (CLAD) from National University, Vista. Ms. Bogusiewicz has been teaching ESL classes in the Adult Education Program at Capistrano Unified School District for the past 13 years.

D'Amico, Brandon MA/Counseling K-12 Transfer Center/SC II/1 09/01/15

Equivalency is based on a Master of Arts degree in Educational Counseling and an earned Pupil Personnel Services (PPS) Credential in 2011. Mr. D'Amico was required to complete fieldwork as part of his degree program which included high school, middle school and community college counseling. He is currently employed by two community colleges as an adjunct counselor and has experience in several programs including EOPS, Career Counseling, Transfer, and Foster Youth. In addition, he has taught courses similar to Saddleback College's Counseling 140 and 160.

Gordon, Sara BA/History Adult Ed-ESL/SC I/1 08/25/15

Equivalency is based on a Bachelor's Degree in History from Santa Clara University. Ms. Gordon has also completed 31 units of post-graduate coursework for the California Teaching Credential. She currently holds a California Clear Multiple Subject Teaching Credential with a Cross-cultural, Language, and Academic Development Emphasis. She is also enrolled in a Master's Degree/TESOL program with an anticipated graduation date of June 2016. Ms. Gordon has been teaching ESL to adults at Saddleback Valley Unified School District for seven years. She is also a part-time ESL teacher and curriculum administrator at a vocational training school, and tutors students interested in attaining U.S. Citizenship.

Martinez, Hector BA/Sociol. & Psych. Social Sciences/IVC I/1 08/17/15

Equivalency is based on a Bachelor's degree with honors in Sociology and Psychology at the Hunter College of CUNY. Mr. Martinez is currently a PhD candidate in Sociology at UCI, having completed all the necessary coursework, qualifying exams, and successfully defending a dissertation proposal for a committee of five faculty members. He has worked as a Teaching Assistant for courses in Introduction to Sociology, Urban Sociology, Race and Ethnic Relations in the United States, Sociology Majors Seminar, Business Decisions, and Chicano Studies. Prior to starting graduate school, Mr. Martinez worked as a supplemental instructor in Social Sciences at Borough of Manhattan Community College of CUNY, tutoring small groups of students in the social sciences. Mr. Martinez was awarded the Order of Merit Award for Outstanding Service by the School of Social Sciences at UCI for creating workshops for undergraduate and graduate students, working towards improving the climate for diversity and other contributions to the campus community.

#### 2. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4002.1) - Continued

			<u>Approx.</u> Salary	
<u>Applicant</u>	Highest Degree	Assignment	<u>Placement</u>	Start Date
Okamoto, Elizabeth	Licensed Voc. Nurse	Med. Assistant/SC	I/1	10/05/15

Equivalency is based on a combination of education and experience. Ms. Okamoto's graduated from Stanbridge College as a Licensed Vocational Nurse and has certifications as a Basic Life Support-Healthcare Provider, First Aid, Lactation Consultant from UC Riverside, and Nursing Assistant. Additionally, Ms. Okamoto has taught proper use of medical equipment and devices, educated new mothers about lactation and breastfeeding, and patient education upon discharge. Work experience includes over fifteen years of front and back office work in both acute care and medical office settings, along with experience in skilled nursing facilities, inpatient psychiatric unit, emergency room, intensive care unit, pediatrics, and medical surgical unit. Additionally, she has experience with care of multigenerational patients of various ethnicities. Ms. Okamoto has knowledge of both paper and electronic medical records, documentation, administration of medications, injections, ordering of vaccinations and medications, reading vital signs, scheduling patient appointments, and patient prioritization, financial procedures, patient education, and basic office duties.

### 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.

		Not to Exceed	
Name	<u>Activity</u>	Amount (\$)	Effective Date
Gliadkovsky, Kirill	Guest Artist/IVC	1,000.00	09/25/15-09/25/15
Kremenetski, K.	ECP Facilitation/IVC	100.00	09/03/15-12/08/15
Langrell, Jenny	Co-Chair, Accreditation Std 2/SC	10,449.00	01/19/16-05/24/16
Major, Nicole	Coordinator, Gerontology/SC	1,741.50	08/17/15-12/16/15
Mounsey, Kimberly	ECP Facilitation/IVC	100.00	09/03/15-12/10/15
Pestolesi, Diane	Chair, Accreditation Std 1/SC	10,449.00	01/19/16-05/24/16
Seraphin, Eva	ECP Facilitation/IVC	200.00	09/03/15-12/11/15
Shiring, Richard	ECP Facilitation/IVC	100.00	09/03/15-12/08/15
TOTAL		\$24,139.50	

#### 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.

		Not to Exceed	
Name	<u>Activity</u>	Amount (\$)	Effective Date
Bloink, Jacqueline	Employer/University Relations/SC	2,637.81	07/06/15-08/07/15
Bui, Bonnie	Mtg Rsrch Based Strategies/BSI/SC	69.92	09/11/15-09/11/15
Choo, Brooke	Tutoring Research/BSI/IVC	672.00	08/10/15-09/23/15
Choo, Brooke	Coordinator, SEP SI/IVC	2,322.00	08/10/15-11/20/15

# C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

NameActivityNot to ExceedDaniels, StevieMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/DePaoli, LisaMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/Duffy, MichelleProject Coordinator Rsrch/BSI/SC314.6408/17/15-11/13/Edwards, PaulaMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/	/15 /15 /15
Daniels, StevieMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/DePaoli, LisaMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/Duffy, MichelleProject Coordinator Rsrch/BSI/SC314.6408/17/15-11/13/	/15 /15 /15
DePaoli, LisaMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/Duffy, MichelleProject Coordinator Rsrch/BSI/SC314.6408/17/15-11/13/	/15 /15 /15
Duffy, MichelleProject Coordinator Rsrch/BSI/SC314.6408/17/15-11/13/	/15 /15
	/15
Frydenberg, Jia Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	
Frydenberg, Jia Common Assess. Initiative Proj./SC 1,161.00 08/17/15-12/10/	
Gee, Caroline Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	
Geers, Susan Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	
Harrison, Millie Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	
Hill, Douglas Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	
Huggins, BarbaraPresenter "Top of Practice"/SC611.9808/27/15-08/27/	
Huggins, Barbara Presenter "Top of Practice"/SC 611.98 08/28/15-08/28/	/15
Inlow, Lisa Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
Knapp, Rebecca Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
Lewis, Dawn Projet Coord. Student Succ/BSI/SC 1,118.72 08/17/15-12/15/	/15
Macasaet, Katrina Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
Major, Nicole Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
Mamoon, Safiah Employer/University Relations/SC 6,280.50 07/06/15-08/07/	/15
Markle, Victoria Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
<sup>1</sup> McCord, Roy Co-Project Director/Photonics/IVC 983.00 09/28/15-12/16/	/15
McGinley, Patricia WOW Workshop Facilitator/SC 150.00 08/12/15-08/12/	/15
McGirr, Julie Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
Murray, Pete Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
Myhren, Brett Projet Coord. Online Tools/BSI/SC 4,195.20 08/17/15-10/05/	/15
Ochi, Shellie Project Coordinator Rsrch/BSI/SC 314.64 08/17/15-11/13/	/15
Perez, Lawrence         B2E Math Workshops/SC         2,272.40         08/17/15-12/16/	/15
Silveira, Lisa Common Assess. Initiative Proj./SC 3,483.00 08/17/15-12/10/	/15
Skaff, Penelope Common Assess. Initiative Proj./SC 3,483.00 08/17/15-12/10/	/15
Smith, Jeanne Common Assess. Initiative Proj./SC 3,483.00 08/17/15-12/10/	/15
Tran, LisaMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/	/15
Vogel, Jeff Common Assess. Initiative Proj./SC 3,483.00 08/17/15-12/10/	/15
Walker, TinaMtg Rsrch Based Strategies/BSI/SC69.9209/11/15-09/11/	/15
Wegenek, Amira WOW Workshop Facilitator/SC 150.00 08/10/15-08/14/	
Zimmerman, Ray Mtg Rsrch Based Strategies/BSI/SC 69.92 09/11/15-09/11/	/15
TOTAL \$39,056.35	

<sup>&</sup>lt;sup>1</sup> Additional compensation to \$2,500 already Board approved on August 24, 2015. October 26, 2015

# D. TITLE CHANGE OF FULL-TIME, ACADEMIC FACULTY POSITIONS

- 1. **SADDLEBACK COLLEGE, Division of Kinesiology and Athletics** seeks authorization to change the title of the following academic full-time faculty positions within their department:
  - a. ELIMINATE KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, GOLF COACH, Pos. #4927, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year position, from its staff complement; and CREATE KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, Academic Salary Schedule, fulltime, 36 hours per week, 10 months per year academic position, effective August 10, 2015. (Pos. #4927 was approved by the Board of Trustees on January 27, 2014.)
    - i. CRAPO, STEPHEN, ID #9823, change title only from KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, GOLF COACH, Pos. #4729, Academic Faculty Salary Schedule Range V, Step 20, 36 hours per week, 10 months per year, to KINESIOLOGY INSTRUCTOR/ASSISTANT FOOTBALL COACH, Academic Faculty Salary Schedule Range V, Step 21, 36 hours per week, 10 months per year, effective August 10, 2015.
  - b. ELIMINATE KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, GOLF COACH, Pos. #4926, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year position, from its staff complement; and CREATE KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year academic position, effective August 10, 2015. (Pos. #4926 was approved by the Board of Trustees on January 27, 2014.)
    - i. MC ELROY, GLEN MARK, ID #9673, change title only from KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, GOLF COACH, Pos. #4926, Academic Faculty Salary Schedule Range V, Step 20, 36 hours per week, 10 months per year, to KINESIOLOGY INSTRUCTOR/HEAD FOOTBALL COACH, Academic Faculty Salary Schedule Range V, Step 21, 36 hours per week, 10 months per year, effective August 10, 2015.

# E. WORKLOAD BANKING

- 1. MATHUR, ROOPA, ID #8428, Computer Information Management Instructor, School of Business Sciences, Irvine Valley College, Pos #2988, is requesting a leave of absence for the Spring Semester 2016, 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. STINSON, AMY, ID #6580, Earth Science/Marine Science Instructor, School of Physical Sciences and Technologies, Irvine Valley College, Pos #1466, is requesting a partial leave of absence for the Spring Semester 2016, 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. Ms. Stinson will be using 12 LHE of banked time and teaching 3 LHE.

- **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.

# <u>STATUS</u>

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. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - a. BUSH, KRISTIN is to be employed as Graphic Designer, Pos. #3383, Office of Public Information and Marketing, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, Step 1, 40 hours per week, 12 months per year, effective September 28, 2015. <u>This is a replacement for Jon Briggs</u>.
  - b. CHACON, ELSA is to be employed as Admissions and Records Specialist I, Bilingual, Pos. #3946, Division of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 116, Step 1, plus 2% bilingual stipend, 40 hours per week, 12 months per year, effective October 12, 2015. <u>This is a replacement for Alicia Olvera</u>.
  - c. MAGYAR, TRACY is to be employed as Administrative Assistant, Pos. #3330, Child Development Center, Office of Student Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective October 30, 2015. This is a replacement for Nicholas Schmidt.
- 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)

		Range/	
Name	Classification	Step	Start Date
Cargo, Jamie	Senior Administrative Assistant/IVC	127/1	08/24/15-06/30/16
Caser, Robert	Library Assistant I/IVC	115/1	09/28/15-06/30/16
Coulston, Kristy	Human Resources Assistant/DS	121/1	09/21/15-06/30/16
Dempsey, Maureen	Health Center Nurse/SC	136/1	08/28/15-06/30/16
Gonzalez, Anali	Library Assistant I/IVC	115/1	09/28/15-06/30/16
Guillen, Taryn	Athletic Equip Specialist/Driver/IVC	121/1	09/01/15-06/30/16
Hesse, Sharon	Transfer Center Specialist/IVC	123/1	09/14/15-06/30/16
Hillman, Elizabeth	Office Assistant/SC	113/1	09/01/15-06/30/16
Kostina, Ksenia	Office Assistant/SC	113/1	09/01/15-06/30/16
Loenker, Priscilla	Accounting Assistant/SC	118/1	09/14/15-06/30/16
Munoz, Jordan	Lab. Tech, Photography/Art/IVC	122/1	09/24/15-06/30/16
Pasqualetto, Matthew	Outreach Assistant/SC	117/1	08/31/15-06/30/16
Santos, Kelly Mark	Custodian/IVC	113/1	09/03/15-06/30/16
Schoellen, Maria Rina	Child Development Specialist/IVC	122/1	09/02/15-06/30/16
<sup>1</sup> Sendaba, Barbara	Senior Health Office Assistant/SC	124/6	09/11/15-06/30/16
Serulneck, Jessica	Custodian/IVC	113/1	09/09/15-06/30/16
Talavera, Monica	Custodian/SC	113/1	09/25/15-06/30/16
Williams, Christopher	Counseling Office Assistant/SC	115/1	08/26/15-06/30/16

<sup>&</sup>lt;sup>1</sup> District CalPERS retiree.

#### A. <u>NEW PERSONNEL APPOINTMENTS</u>

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)

		Range/	
<u>Name</u>	<u>Classification</u>	<u>Step</u>	Start Date
Yepsen, Andrea	Senior Administrative Assistant/IVC	$1\overline{27}/1$	09/24/15-06/30/16
Yi, Young	Library Assistant I/IVC	115/1	09/28/15-06/30/16

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)

		Hourly	
Name	Position	Rate (\$)	Start/End Date
Anast, Kassiani	Coaching Aide/SC	25.00	08/17/15-06/30/16
Araujo Rodriguez, Sanjuana	Outreach Aide/SC	11.50	08/28/15-06/30/16
Baierl, Luke	Project Specialist/SC	15.00	08/31/15-06/30/16
Beltran Castillo, Ana	Project Specialist/IVC	10.50	09/03/15-06/30/16
Bernabe, Delfina	Project Specialist/IVC	20.00	09/21/15-06/30/16
Borlin, Jeremy	Project Specialist/SC	11.50	09/25/15-06/30/16
Bueno Rojo, Noemi	Outreach Aide/SC	11.50	09/01/15-06/30/16
Cargo, Jamie	Project Specialist/IVC	30.00	09/05/15-06/30/16
Chan, Michael	Project Specialist/IVC	12.00	07/15/15-06/30/16
Christman, Tyler	TMD Aide/IVC	15.00	07/01/15-06/30/16
Cram, Michael	Coaching Aide/IVC	25.00	09/01/15-06/30/16
Dehmoobad, Atria	Project Specialist/SC	13.00	09/15/15-06/30/16
Do Couto, Evelyn	Project Specialist/SC	16.00	09/23/15-06/30/16
Donaldson, Lisa	Project Specialist/SC	25.00	08/27/15-06/30/16
Espinosa Davila, Ximena	Project Specialist/SC	20.00	09/01/15-06/30/16
Fatheree, Dallas	Project Specialist/IVC	10.00	08/01/15-06/30/16
Filtz, Henry	Adt'd Kinesiology Aide/SC	12.50	09/04/15-06/30/16
Freeman, Jonah	Coaching Aide/SC	25.00	09/03/15-06/30/16
Fullerton, Scott	Campus Security Officer/SC	12.00	09/15/15-06/30/16
Garcia, Stephanie	Outreach Aide/SC	11.50	07/15/15-06/30/16
George, Tyler	Coaching Aide/SC	25.00	08/13/15-06/30/16
Gomez, Fermin	Outreach Aide/SC	11.50	09/01/15-06/30/16
Gruenberg, Christine	Project Specialist/IVC	10.50	09/03/15-06/30/16
Harris, Laura	Project Specialist/SC	25.00	09/08/15-06/30/16
Jorgenson, Katelin	Coaching Aide/IVC	25.00	09/17/15-06/30/16
Justin, Yumiko	Project Specialist/IVC	15.00	09/17/15-06/30/16
Kind, Andrew	Project Specialist/SC	19.00	09/15/15-06/30/16
Kollar, Wyatt	Project Specialist/SC	15.00	09/16/15-06/30/16
Makhambetova, Venera	Project Specialist/IVC	24.00	08/24/15-06/30/16
Maloney, Hannah	Child Dev. Center Aide/SC	12.00	09/01/15-06/30/16
Martin, Oliver	Coaching Aide/SC	25.00	09/03/15-06/30/16
Matthews, Brenda	Clerk/IVC	19.00	08/01/15-06/30/16

#### A. <u>NEW PERSONNEL APPOINTMENTS</u> - 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)

		Hourly	
<u>Name</u>	Position	<u>Rate (\$)</u>	Start/End Date
McCluskey, Thomas	Coaching Aide/SC	25.00	09/03/15-06/30/16
Medina, Patricia	Coaching Aide/SC	25.00	09/03/15-06/30/16
Perez Ruelas, Osvaldo	Outreach Aide/SC	11.50	08/26/15-06/30/16
Philips, Derrick	Project Specialist/SC	15.00	09/23/15-06/30/16
Taylor, Jerame	Project Specialist/IVC	16.00	09/23/15-06/30/16
Van Vlear, Andrew	Project Specialist/SC	45.00	08/17/15-06/30/16
Vilas, Seth	Project Specialist/SC	25.00	08/26/15-06/30/16
Vu, Jessica	Project Specialist/DS	16.00	09/21/15-06/30/16

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.

Name	Start/End Date
Attai, Ramin	08/17/15-06/30/16
Baroni, Christopher	08/18/15-06/30/16
Bonham, Ashley	08/19/15-06/30/16
Campbell, Brooke	08/17/15-06/30/16
Crawford, Samuel	08/26/15-06/30/16
Helms, Alexander	08/19/15-06/30/16
Litvinova, Eva	09/04/15-06/30/16
<sup>2</sup> McClusky, Nathan	08/18/15-06/30/16
Mehta, Niki	09/01/15-06/30/16
Nguyen, Benjamin	08/17/15-06/30/16
Nourian, Milad	08/21/15-06/30/16
Rathod, Heren	07/29/15-06/30/16
Renteria, Christian	08/31/15-06/30/16
Yamashita De Moura, Paula	08/21/15-06/30/16

<sup>&</sup>lt;sup>2</sup> Related to Georganne Mc Clusky, Senior Administrative Assistant, Emeritus Institute, Saddleback College.

#### A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert**, **Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **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)

NT- 4 4 -

		<u>Not to</u>	
Name	Position	Exceed (\$)	Start/End Date
Alyassini, M Bilal	Tutor/IVC	16.00	09/15/15-06/30/16
Aschrafnia, Madina	Tutor/SC	12.00	09/04/15-06/30/16
Borgese, James	Model/IVC	22.00	09/08/15-06/30/16
Corrales, Javier	Community Educ. Presenter/SC	50.00	08/17/15-06/30/16
Dempsey, Maureen	Medical Professional/SC	35.00	08/28/15-06/30/16
Ellin, Ryan	Tutor/SC	12.00	08/19/15-06/30/16
Favor, Andrew	Tutor/IVC	12.00	08/31/15-06/30/16
Hay, Michael	Tutor/SC	12.00	09/08/15-06/30/16
Jang, Nathan	Tutor/SC	12.00	09/08/15-06/30/16
Kaffer, Jana	Medical Professional/SC	35.00	08/31/15-06/30/16
Kibria, Naziha	Tutor/IVC	12.00	09/04/15-06/30/16
Lopez, Priscilla	Tutor/IVC	15.00	09/09/15-06/30/16
Masline, Rebecca	Tutor/SC	12.00	08/17/15-06/30/16
McGuirk, Brittany	Community Educ. Presenter/SC	10.00	08/17/15-06/30/16
Olinger, Gilbert	Model/IVC	22.00	08/26/15-06/30/16
Pardoen, Brent	Clinical Skills Specialist/SC	15.00	08/27/15-06/30/16
Park, Sung Joon	Tutor/IVC	10.00	08/21/15-06/30/16
Richards, Katheryn	Clinical Skills Specialist/SC	30.00	08/21/15-06/30/16
Ryan, Stacie	Medical Professional/SC	35.00	08/28/15-06/30/16
Slattery, Ethan	Tutor/SC	12.00	09/14/15-06/30/16
St. James, Jheri	Model/SC	22.00	09/08/15-06/30/16
Stoian, Roland	Model/IVC	22.00	09/08/15-06/30/16
Timberlake, John	Medical Professional/SC	70.00	09/08/15-06/30/16
Yazdi-Nejad, Katayune	Tutor/IVC	12.00	08/14/15-06/30/16

#### B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

- 1. ASSISTANT DIRECTOR OF TECHNOLOGY SERVICES AND BROADCAST SYSTEMS, SPECIALLY FUNDED, a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 14, Technology Services, 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 October 27, 2015. (Exhibit B, Attachment 2)
- 2. DEVELOPMENT ASSISTANT I, Classified Bargaining Unit Salary Schedule Range 128, Office of College Foundation, 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 October 27, 2015.

# **B.** <u>AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION</u> - Continued

- 3. DIRECTOR OF ECONOMIC AND WORKFORCE DEVELOPMENT, a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 19, School of Instruction, Economic and Workforce Development, 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 October 27, 2015.
- 4. GRANT PROJECT MANAGER CAREER PATHWAYS (SPECIALLY FUNDED), a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 9, Division of Advanced Technology and Applied Sciences, 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 October 27, 2015. (Exhibit B, Attachment 3)
- 5. SENIOR ACCOUNTING SPECIALIST, 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 October 27, 2015.

# C. <u>AUTHORIZATION TO CHANGE CLASSIFIED POSITIONS</u>

- 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** LIBRARY ASSISTANT 1, Pos. #6918, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 12 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, 25 hours per week, 12 months per year effective November 1, 2015. (Pos. #6918 was approved by the Board of Trustees on September 28, 2015)
    - i. **CHANGE** ALFREDO EUTIMIO, ID #019244, from Library Assistant I, Pos. #6918, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 4, part-time, 20 hours per week, 12 months per year; to Library Assistant I, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 4, part-time, 25 hours per week, 12 months per year effective November 1, 2015.
  - b. ELIMINATE LIBRARY ASSISTANT 1, Pos. #6919, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, part-time, 20 hours per week, 12 months per year from its staff complement, and CREATE LIBRARY ASSISTANT 1, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, parttime, 25 hours per week, 12 months per year effective November 1, 2015. (Pos. #6919 was approved by the Board of Trustees on September 28, 2015)

# C. 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.
  - i. **CHANGE** JOSHUA GLADIEUX, ID #019831, from Library Assistant I, Pos. #6919, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 2, part-time, 20 hours per week, 12 months per year; to Library Assistant I, School of Library Services, Classified Bargaining Unit Salary Schedule Range 115, Step 2, part-time, 25 hours per week, 12 months per year effective November 1, 2015.
  - c. ELIMINATE OFFICE ASSISTANT, Pos. #4944, Office of Physical Plant, Classified Bargaining Unit Salary Schedule Range 113, part-time, 20 hours per week, 12 months per year from its staff complement, and CREATE OFFICE ASSISTANT, Office of Physical Plant, Classified Bargaining Unit Salary Schedule Range 113, part-time, 29 hours per week, 12 months per year effective October 27, 2015. (Pos. #4944 was approved by the Board of Trustees on September 23, 2013)
  - d. **ELIMINATE** CUSTODIAN, Pos. #4805, Office of Physical Plant, Classified Bargaining Unit Salary Schedule Range 113, part-time, 28 hours per week, 12 months per year from its staff complement, and **CREATE** CUSTODIAN, Office of Physical Plant, Classified Bargaining Unit Salary Schedule Range 113, part-time, 29 hours per week, 12 months per year effective October 27, 2015. (Pos. #4805 was approved by the Board of Trustees on March 18, 2013)
  - e. **ELIMINATE** CUSTODIAN, Pos. #4757, Office of Physical Plant, Classified Bargaining Unit Salary Schedule Range 113, part-time, 25 hours per week, 12 months per year from its staff complement; **ELIMINATE** CUSTODIAN, Pos. #4947, Office of Physical Plant, Classified Bargaining Unit Salary Schedule Range 113, part-time, 20 hours per week, 12 months per year from its staff complement, and **CREATE** CUSTODIAN, Office of Physical Plant, Classified Bargaining Unit Salary Schedule Range 113, full-time, 40 hours per week, 12 months per year effective October 27, 2015. (Pos. #4757 was approved by the Board of Trustees on March 18, 2013; and Pos. #4947 was approved by the Board of Trustees on September 23, 2013)

# D. <u>CHANGE OF STATUS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
  - a. LOPEZ, MARIA, ID #001940, International Student Program Specialist, Pos. #3342, Classified Bargaining Unit Salary Schedule Range 129, Step 6, 40 hours per week, 12 months per year, International Student, School of Admissions, Records and Enrollment Services, Irvine Valley College, has been granted a temporary District initiated transfer to International Student Program Specialist, Pos. #3535, Classified Bargaining Unit Salary Schedule Range 126, Step 6, 40 hours per week, 12 months per year, International Student, Division of Admissions, Records and Enrollment Services, Saddleback College, effective October 19, 2015. <u>This is a temporary transfer in accordance with Article 13.6</u> <u>of the C.S.E.A. Contract</u>.

# E. <u>RECLASSIFICATION</u>

- 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 (c) Recruitment 53021.
  - a. **ELIMINATE** DIRECTOR OF STUDENT LIFE, a classified manager, Pos. #4562, Student Development, Office of Student Services, Academic and Classified Administrator and Manager Salary Schedule Range 14, full-time, 40 hour per week, 12 months per year from its staff complement, and **CREATE** DIRECTOR OF STUDENT LIFE AND EQUITY, a classified manager, Student Development, Office of Student Services, Academic and Classified Administrator and Manager Salary Schedule Range 15, full-time, 40 hours per week, 12 months per year position to its staff complement, effective November 1, 2015. (Pos. #4562 was approved by the Board of Trustees on May 21, 2015) (Exhibit B, Attachment 1)
    - i. **PROMOTE** ANISSA HEARD, ID #021285, from Director of Student Life, Pos. #4562, Student Development, Office of Student Services Academic and Classified Administrator and Manager Salary Schedule Range 14, Step 3, 40 hours per week, 12 months per year; to Director of Student Life and Equity, Student Development, Office of Student Services Academic and Classified Administrator and Manager Salary Schedule Range 15, Step 3, 40 hours per week, 12 months per year; effective November 1, 2015.

# F. <u>CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION</u>

- 1. BLANCO, RENE, ID #021463, Financial Aid Specialist, Categorical, Pos. #5142, Classified Range 125, Step 3, 40 hours per week, 12 months per year, Financial Aid, Division of Admissions, Records and Enrollment Services, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective October 14, 2015.
- 2. CHACON, ELSA, ID #013497, Admissions and Records Specialist I, Bilingual, Pos. #3946, Classified Range 116, Step 1, 40 hours per week, 12 months per year, Division of Admissions, Records and Enrollment Services, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective October 12, 2015.

# G. OUT OF CLASS ASSIGNMENTS

1. IRVINE VALLEY COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

Nome	Tomo one Assistant	Range/ Effective
<u>Name</u>	<u>Temporary Assignment</u>	<u>Step</u> <u>Date</u>
Peak, Michael	Lead Groundskeeper	124/6 09/07/15
Zavala, Maurice	Grounds Specialist	122/1 09/07/15

### G. OUT OF CLASS ASSIGNMENTS

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).

		Range/	Effective
Name	Temporary Assignment	Step	Date
Cramer, Emily	Development Assistant I	128/1	10/19/15
Lloyd, Diana	Counseling Office Assistant	115/2	08/10/15
Webster, Patrick	Program Student Services Specialist	125/1	09/01/15

#### H. OUT OF CLASS ASSIGNMENT END/RETURN TO PERMANENT ASSIGNMENT

1. DISTRICT SERVICES 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).

		Range/	Effective
Name	Permanent Assignment	Step	Date
Han, Jackie	Accounting Specialist	127/3	10/12/15

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>Range/</u>	<b>Effective</b>
Name	Permanent Assignment	<u>Step</u>	Date
Burnett, Richard	Utility Custodian	117/6	10/16/15
Murphy, Mark	Lead Custodian	119/6	10/16/15
Quintanilla, Efrain	Custodian	113/6	10/16/15

3. IRVINE VALLEY COLLEGE returned the following permanent Classified Management employee/s from a temporary, out of class assignment, back to their permanent assignment

		Range/	Effective
<u>Name</u>	Permanent Assignment	<u>Step</u>	Date
Bettencourt, James	Night Facilities Operations Supervisor	08/4	10/16/15
Hurlbut, Jeffrey	Assistant Director of Facilities	14/5	10/16/15

### I. <u>GENERAL LEAVE</u>

 LONG, ERIN, ID #010875, Senior Administrative Assistant, Pos. #3365, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Office of Student Development, Saddleback College, has been approved for a three hours per week general leave of absence, with benefits for the 2015/2016 academic year, effective October 16, 2015 through December 16, 2015.

#### J. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

- 1. ARNAK, SONJA, ID #020588, International Student Program Specialist, Pos. #3535, Classified Bargaining Unit Salary Schedule Range 129, Step 4, 40 hours per week, 12 months per year, Office of International Student Programs, Division of Admissions, Records and Enrollment Services, Saddleback College, conclusion of employment effective October 2, 2015. Payment is authorized for any compensated time off. (Probationary Start date: November 10, 2014)
- 2. DALE, WILLIAM, ID #014846, Laboratory Technician, Automotive Technology, Pos. #4407, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 29 hours per week, 12 months per year, Division of Advanced Technology and Applied Sciences, Saddleback College, resignation October 29, 2015 and retirement effective November 1, 2015. Payment is authorized for any compensated time off. (Permanent Start date: May 1, 2006)
- DE BAUN, MICHAEL, ID #011564, Plumber, Pos. #3517, Classified Bargaining Unit Salary Schedule Range 128, Step 6, 40 hours per week, 12 months per year, Office of Physical Plant, Saddleback College, resignation October 5, 2015 and retirement effective October 6, 2015. Payment is authorized for any compensated time off. (Permanent Start date: May 7, 2001)
- 4. LEWIS, DIANE, ID #001928, Costume/Make-up Designer, Pos. #3318, Classified Bargaining Unit Salary Schedule Range 132, Step 6, 40 hours per week, 12 months per year, Division of Fine Arts and Media Technology, Saddleback College, resignation December 30, 2015 and retirement effective December 31, 2015. Payment is authorized for any compensated time off. (Permanent Start date: October 21, 1997)
- LOCKE, JAMES, ID #002042, Library Technician, Pos. #1390, Classified Bargaining Unit Salary Schedule Range 125, Step 6, 40 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, resignation December 30, 2015 and retirement effective December 31, 2015. Payment is authorized for any compensated time off. (Permanent Start date: February 7, 1977)
- 6. O'DONNELL, LEAH, ID #020103, Library Assistant I, Pos. #5006, Classified Bargaining Unit Salary Schedule Range 115, Step 2, 20 hours per week, 10 months per year, School of Library Services, Irvine Valley College, resignation effective September 24, 2015. Payment is authorized for any compensated time off. (Start date: January 20, 2015)
- 7. VAIL, DEBRA, ID #012268, Health Center Nurse, Pos. #4836, Classified Bargaining Unit Salary Schedule Range 136, Step 6, 16 hours per week, 12 months per year, Student Health Center, Office of Student Services, Saddleback College, resignation September 29, 2015 and retirement effective September 30, 2015. Payment is authorized for any compensated time off. (Permanent Start date: February 2, 2009)

#### K. <u>VOLUNTEERS</u>

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			
Bagdasarian, Nancy	Bastis, Patricia	Beckett-Frank, Tod	
Blackwell, Ryan	Brener, Deborah	Brownstone, Evelyn	
Carmin, Tim	Cervantes, Michael	Chambers, Linda	
Cooper-Ajibabi, Carol	Crawford, Brenda	Cudich, Alberto	
Daniel, Barbara	Deppmeier, Celeste	Eddy, Paul Jr.	
Elmzadeh, Ava	Espinoza, Eric	Fields, Ann	
Fiori, Kay	Garza, Roman	Gross, Frances	
Hall, Judith	Hashrouch, Rebekah	Heiden, Charles	
Hosokawa, Pat	Irwin, Ray	Klingbeil, Kenton	
Kramer, Leonie	Lobel, Diana	Ludwig, David	
McNamara, Maryann	Okada, Kazuaki	Olsen, Melode	
Patel, Varsha	Postigo, Sarah	Price, Jeff	
Raven, Sean	Russo-Neustadt, Amelia	Smith, Barbara	
Timney, Lonnie	Tucker, Maryann	Vanderbasch, Carl	
Vanderwarker, Paige	Verbeek, Rachel	Walters, Michael	
Whyte, Betty	Williams, Mary Jayne	Wong, Natalie	
Woodworth, Brian	Wright, William	Zuill, Danny	

Advanced Technology and Applied Sciences, Saddleback College

Becerra, Mabil Loper-Leddy, Kay Mauntel, Paul

Arts, Irvine Valley College Martinez, Marisol Wood, Sandra

Business Sciences, Irvine Valley College Lott, Jason

Counseling, Saddleback College Tuccinardi, Kirstin

<u>Health Science and Human Services, Saddleback College</u> Kuhn, Lisa

Kinesiology, Health and Athletics, Irvine Valley CollegeGong, Yinjia RoseHsu, ShannonNgo, Nathaniel

Kinesiology and Athletics, Saddleback CollegeHermes, LauraKasper, Ranna

Raven, Eean

Liberal Arts, Saddleback College Bartlett, Rachel

Marketing, Communications, and Broadcast Systems, Irvine Valley College Nattagh, Shahla

#### K. <u>VOLUNTEERS</u> - Continued

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Office of Student Services, Irvine Valley College Heather, Shaun Rangel, Teresita

Online Education and Extended Education, Irvine Valley CollegeAddington, TaniaCohen, SheriKao, WendyStuart, David

Online Education and Learning Resources, Saddleback College Concar, Pamela

<u>Physical Sciences, Irvine Valley College</u> Farrell, Nicholas Hemmasitaherabadi, Amin

Social and Behavioral Sciences, Irvine Valley College Falencki, Ted Pearce, Julie

# **ATTACHMENT 1**

South Orange County Community College District

**DIRECTOR OF STUDENT LIFE AND EQUITY** – JC #, Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 15

#### DEFINITION

To plan, develop, organize, coordinate and direct all aspects of a comprehensive student life program of a community college, including Associated Student Government (ASG) and Student Equity; direct the timely development, administration, implementation, promotion and evaluation of a variety of assigned programs, services, operations, events, operations and activities; coordinate assigned activities with other college programs, support services, other departments and outside agencies; prepare and administer annual budgets for all assigned programs, including student government; ensure compliance with District policies and applicable State and federal regulations related to student development and equity; provide highly responsible and complex administrative support to the Vice President for Student Services or designee, and the College administrative team; and advise and guide in the development of student government budgets.

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.

#### DEFINITION of Categorical Program Assigned To the Director of Student Life and Equity

The Student Equity Program assigned to the Director of Student Life and Equity is a specially-funded program. It is designed to ensure equal educational opportunities and promote student success for all students, regardless of race, gender, age, disability, or economic circumstances. It will focus on increasing access, course completion, ESL and basic skills completion, degrees, certificates and transfer for all students as measured by success indicators linked to the Student Success Scorecard and the campus-based research identified in the most recent Student Equity Plan. The Director of Student Life and Equity is assigned to coordinate and manage the Student Equity Program, while working closely with the appointed Researcher and Student Equity Taskforce. The Director of Student Life and Equity and Taskforce are responsible for carrying out related initiatives, services, operations and activities to promote the Student Equity Program.

#### SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Vice President for Student Services or president's designee. Exercises functional and technical supervision over assigned full-time employees and other part-time, temporary or student workers as assigned.

Oversees the performance and activities of student leaders and provides guidance to faculty advisors.

### EXAMPLES OF DUTIES - Duties may include, but are not limited to the following:

Plan, develop, organize, implement, coordinate, manage, oversee, review, report and evaluate the programs, services, operations and activities assigned to Student Life, including the student equity program (in coordination with the student success and support program and other student support programs and services) and all student clubs and organizations.

Develop and implement program objectives, policies, appropriate methods, procedures, organizational structures and work processes that optimize efficient and effective delivery of services, provide effective and successful social, cultural and instructional activities for students; and assure consistency with the College and the District and facilitate timely attainment of established Student Life goals and objectives.

South Orange County Community College District Page 2 – Director of Student Life and Equity

Develop, schedule, assign, direct, manage, review, monitor, report and evaluate program operations, dayto-day activities and staff to ensure efficient delivery of services to students; and assure legal compliance with State regulations and District policies and procedures.

Provide technical information and assistance to students, staff, faculty, administrators and others concerning the Student Equity Program requirements, interpret policies and regulations and determine appropriate courses of action in unusual and complex circumstances.

Promote awareness of the College's matriculation processes by working closely with the Director of Student Success and Support program; develop Student Equity Program outreach by working closely with the Outreach Director, advertising and marketing plans and materials, including flyers, website, and social media by working closely with the Director of Marketing, Communication and Broadcast Services.

Develop, recommend and administer annual program budgets for all areas of assignment, including Student Equity and the annual student body budget for Student Life equipment, supplies and personnel; monitor budget to ensure that expenditures and operations remain within established budget limitations; prepare recommendations and justifications regarding budget requests; coordinate with Associated Student Government and faculty advisors to ensure expenditures are authorized according to District policies and applicable regulations; direct the forecast of additional funding for staffing, equipment, materials, and supplies; implement mid-year budget adjustments; authorize expenditures according to District policies and applicable regulations; and prepare fiscal reports as directed.

Serve as technical advisor to the ASG; provide leadership and guidance to all aspects of the student governance process including parliamentary procedure, committee appointments, the review and change management of the constitution and by-laws, and ASG goal development and communications; assist ASG leadership in the planning and execution of ASG overnight leadership retreats.

Serve as advisor to and supervise all aspects of ASG, including student fundraising efforts, student activities and the Inter-Club Council; oversee and assist in developing a wide variety of activities, events and programs designed for the social, cultural and instructional development of students.

Coordinate program activities, events and special activities with other student services functions and instructional programs; serve on College and District committees, task forces and other work groups; provide technical expertise concerning the College's Student Life and Student Equity Programs.

Train, supervise and evaluate the performance of technical and support personnel as assigned; delegate and review assignments and projects; evaluate work products and results, develop appropriate procedures to accommodate student needs for information and assistance; establish and monitor timelines and prioritize work.

Serve as part of the management team in assigned division.

Chair campus committees, including Food and Beverage, Bookstore, Teacher of the Year and other committees as assigned.

South Orange County Community College District Page 3 – Director of Student Life and Equity

Coordinate and promote program activities with other student services functions and instructional programs; serve on campus and District committees, task forces and other work groups; recruit, oversee and assist faculty advisors of clubs and co-curricular programs with events and activities; and provide technical expertise concerning student development; and develop and direct the distribution of brochures, flyers and other materials to publicize student development opportunities.

Oversee student projects, such as the sale of student identification cards; approve all student publicity and posting of materials and publicity in accordance with the policies of the Board of Trustees.

Monitor student eligibility for co-curricular activities and participation in College committees; schedule, staff, supervise and ensure maintenance of student services building public areas, such as the student lounge, television room, game room and conference room; and ensure timely posting of pertinent information on student bulletin boards.

Provide information and assistance to students regarding campus life, student equity and student activities; assist students in learning and adhering to District and College policies and procedures to ensure students' success; assist the Vice President for Student Services in enforcing policies and regulations related to student discipline and student conduct.

Work cooperatively and communicate with student services personnel, District and College administrators and staff, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate and implement Student Life programs and activities, including student equity, and provide information to others.

Develop, coordinate and implement special activities and events for students, such as orientation, District student trustee election, and selection of student commencement speaker(s).

Ensure that programs, services, activities, events and experiences demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, medical and ethnic backgrounds as well as limitations of community college students.

Work closely with the Research Department to prepare, maintain and submit a variety of statistical and narrative reports, including annual recap data and special reports, proposals, recommendations and other materials as requested; prepare and maintain detailed and comprehensive records and files regarding assigned programs; and research and respond to inquiries from federal, State and local agencies.

Work closely with the Research Department to compile and analyze data related to program participation and evaluation; oversee data collection for accurate MIS reporting; ensure compliance with District policies and procedures and State and federal laws related to assigned programs; review and certify the accuracy of data concerning program participation; and coordinate and respond to periodic audits.

Maintain current knowledge of the regulations, policies and application requirements and eligibility criteria for student life programs, including computer hardware and software enhancements; work with Information Technology personnel on a continual basis to assist in improving relevant computer systems; learn and apply emerging technologies and advances to perform duties in an efficient, organized and timely manner.

South Orange County Community College District Page 4 – Director of Student Life and Equity

Make oral presentations to students, potential students, parents, counselors, professional colleagues and community members at various gatherings; conduct workshops to provide specialized information regarding Student Life, student equity and related student services; and present workshops for students in topics such as college budgeting, stewardship, professional communication, ethics, program planning and implementation.

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:

Equivalent to a bachelor's degree from an accredited college or university with major course work in human behavior, education, counseling, student personnel services, recreation or closely related field. A master's degree is preferred.

#### Experience:

At least three years of responsible teaching, counseling, research, student development, student services, recreation or other directly related work experience in organizing and coordinating large-scale student activities, including experience in a lead or supervisory capacity. At least three years of responsible oversight of diversity and multicultural programs. Related experience in an institution of higher education is preferred.

<u>Licenses or Other Requirements:</u> A valid California driver's license.

Knowledge of:

Appropriate safety precautions and procedures.

Budget preparation and administration.

California Community College Student Success Act, Student Equity, and Student Success and Support Program guidelines and regulations.

California Education Code, Title 5, Chancellor's Office administrative procedures, Federal laws and regulations and other legal parameters that affect the policies and practices of the College's Student Equity Program .

College counseling practices and office operations.

Computer systems and software applications related to area of assignment, including capabilities and limitations.

Conflict resolution skills.

Correct English usage, composition, grammar, spelling, punctuation and vocabulary.

Current research and best practices in student success and equity.

Democratic leadership principles as applied to student governance.

Development and coordination of a Student Equity Program at a community college.

District and College policies and procedures.

District and community college organization, operations, policies and objectives.

South Orange County Community College District Page 5 – Director of Student Life and Equity

Knowledge of:

District policies and State and federal laws and regulations concerning student government and other student organizations and activities on a community college campus, including the California Brown Act Law.

Effective oral and written communication skills, including business letter writing and report preparation, Evaluation and statistical methodology for preparation of statistical research and reports.

Federal laws and regulations and other legal parameters that affect the policies and practices of student success and equity of the District.

Financial record keeping.

Grant proposal writing and special funding resources.

Information management systems and software as applied to office automation, spreadsheets, and standard accounting procedures.

Interpersonal skills including tact, patience, diplomacy and courtesy.

Leadership, counseling and modeling skills.

Marketing, promotion and public relations techniques.

Modern office practices, procedures and equipment.

Needs and interests of community college students.

Operation of computer, peripherals and software programs, including student information systems, database management, spreadsheet, word processing and specialized software.

Oral and written communication skills including public speaking.

Planning and organizational skills.

Preparation, publication and distribution of informational and promotional materials.

Principles and practices of training, supervision and performance evaluation.

Principles and procedures of community college student life programs and services.

Principles of business administration, management, marketing and record keeping.

Principles of communicating and collaborating effectively with diverse students, faculty, staff and administration.

Program review, student learning outcomes and program evaluation process.

Robert's Rules of Order.

Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Assist in equity-related research and evaluation.

Chair and participate in a variety of campus committees and work groups.

Collect, compile and analyze data.

Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.

Counsel and advise students effectively.

Demonstrate sensitivity to, respect for, and understanding of a diverse population and academic, socioeconomic, cultural, and ethnic and disability issues.

Develop, implement and evaluate the delivery of social, cultural and instructional support programs, operations, services and activities for students.

Develop, implement, manage, monitor and evaluate the delivery of an effective student equity program.

Draft, edit and submit copy related to areas of assignment for college publications.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

South Orange County Community College District Page 6 – Director of Student Life and Equity

# Ability to:

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Envision, develop, and maintain short and long term strategic Student Equity initiatives.

Establish and maintain cooperative and effective working relationships with a wide diversity of students, faculty, staff and community members in an atmosphere of collegial decision-making and demonstrated consensus-building skills.

Gain cooperation through discussion and persuasion.

Instruct student leaders in the use of parliamentary procedures and the California Brown Act.

Interpret, apply and explain applicable federal, State and local laws, rules, regulations, policies and procedures and apply them in a variety of procedural situations.

Interview students to determine needs and qualifications.

Learn District and State of California regulations, policies and procedures related to assignment.

Maintain current knowledge of student life activities, events and programs.

Maintain the security of confidential materials.

Meet schedules and timelines.

Operate a variety of office equipment including a computer terminal.

Operate a vehicle, observing legal and defensive driving practices.

Operate applications software, including database management, spreadsheet, word processing and software related to area of assignment.

Operate office equipment such as computer, printer, and copier.

Plan, organize, coordinate and direct a comprehensive student life program for a community college.

Plan, organize, coordinate, execute or oversee large and small student functions and events.

Prepare analytical reports, proposals and other written plans for the District, Board of Trustees, Chancellor's Office and other outside agencies.

Prepare and administer complex budgets for assigned program areas.

Prepare and present oral and written reports and recommendations.

Prepare effective letters, press releases and promotional materials.

Use automated systems to maintain records, collect data, and generate reports.

Provide leadership to assigned college on issues related to student equity.

Provide leadership, guidance and assistance to various student groups and organizations including student government.

Read, understand, interpret and apply technical and legal information.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Respond to requests and inquiries from the public.

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.

Understand, communicate, and enforce regulations effectively.

Use automated systems to maintain records, collect data, and generate reports.

Work confidentially with discretion.

Work effectively with others to achieve common goals including student recruitment and retention. 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 7 – Director of Student Life and Equity

#### Work Environment

Standard office setting. Duties are performed primarily in an office environment while sitting at a desk or computer workstation. Incumbents are subject to extensive contact with students, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort. Often involves working evening and weekend hours.

#### Physical Demands

Incumbents regularly sit or stand for long periods, 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, 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, October 8, 2015 Approved by the Board of Trustees,

# ATTACHMENT 2

South Orange County Community College District

ASSISTANT DIRECTOR OF TECHNOLOGY SERVICES AND BROADCAST SYSTEMS, SPECIALLY FUNDED – JC #, Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 14

#### DEFINITION

To assist the Director of Technology Services and Broadcast Systems by managing the operations and maintenance of the comprehensive technology, audio-visual, broadcast systems and related media programs and services of the department; and by performing the Director's duties when absent or as assigned.

To act as liaison on assigned District-level technology projects, including contributing to efforts relative to technology needs assessments, coordinating technology-related schedules with construction schedules, providing supporting documentation; and participating in assigned District meetings for the planning, design, construction or remodeling of College facilities as assigned.

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 required to serve as the operations manager and perform a full range of professional-level management duties in support of the area of assignment.

Positions at this level develop, implement and administer assigned services and functional areas, participate in budget administration and monitoring, develop and implement policies and procedures, 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 administrative direction from the Director of Technology Services and Broadcast Systems or designee of the President.

Exercises direct supervision over staff as assigned; also coordinates contract vendors and provides technical on-site supervision to others outside the department serving on special project committees.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Assist the Director of Technology Services and Broadcast Systems in directing the College's technology center, provide College-wide technology support services related to information and assistance for users, equipment service and repair, software installation; network support, internet access, academic/administrative systems as specified in the district-wide technology delineation document; technology standards and specifications; campus software licensing and technology purchasing; and provide technology support for campus and community-wide events.

South Orange County Community College District Page 2 – Assistant Director of Technology and Broadcast Systems, Specially Funded

Manage help desk operations and serve as a central point of contact to complete end user requests in regards to problems or implementations at the desktop/workstation and networking level. Ensure all established departmental procedures are followed. Attend all construction meetings and coordinate proper resources to ensure timely and correct responses to all requests for information (RFIs).

Coordinate College-level user support with District IT for District-wide IT services, such as voice, video, and data systems; supervise technical staff that maintain the campus telephone and voicemail system; manage adds, moves, changes, and telephone assignments at the College level; maintain voicemail accounts; coordinate the purchase of IT-related equipment and systems, such as complex networking systems, data systems, campus servers, SAN, VDI, audio/visual systems, and imaging systems as assigned by Director.

Assist in coordinating with District IT when developing specifications for building infrastructure for voice, video and data systems; assist in writing bid specifications and coordinating with outside vendors for the purchase and installation of voice, video and data systems; assist in coordinating, monitoring and evaluating the work of external contractors, ensuring the timely completion of contractual requirements; and maintain complex Cisco and other vendor networking, voice, video and data systems after installation.

Work with the District Purchasing office to develop bid documents for assigned College technology projects; and evaluate technology and broadcast systems and other equipment; and coordinate with College personnel to determine rehab and replacement needs of existing equipment.

Assist in coordinating with College and contract personnel when identifying needs to ensure that the most up-to-date technology is used; represent Saddleback College's technological point of view and position at assigned District and College meetings;

Train, supervise and evaluate the performance of assigned technical and support personnel; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work.

Attend, collaborate and contribute, as assigned, in meetings with vendors, contractors, administrators, faculty and staff; coordinate and supervise the updating and implementation of College-level improvement projects with vendors, consultants, staff and faculty as directed; and coordinate with District Services on various services for District managed projects.

Attend assigned meetings of District-wide committees, which may include contributing to the review of the policies and practices for providing technology services; provide College perspective relative to the parameters and criteria for project designs and College established standards; and assist in implementing design and technical standards.

Assist in setting priorities and developing work and staffing schedules to ensure the timely and efficient operation and maintenance of College technology services and broadcast systems; assist in the implementation of the technology master plan.

Assist in developing, preparing and administering project plans, definitions and scope, budgets and schedules for College level projects including: GANTT charts, status reports, purchase orders, change orders, and payment applications; review and negotiate claims; and assist in preparing agenda items for submittal to Purchasing Department for review and for Board approval as needed.

South Orange County Community College District Page 3 – Assistant Director of Technology and Broadcast Systems, Specially Funded

Act as the College's technology representative, as assigned, in the administration of assigned construction contracts including monitoring and evaluating the work of contractors to ensure accurate payment and timely completion of contractual requirements.

Maintain an effective and cooperative working relationship with all College and District Services personnel, including administration, faculty and classified personnel; provide College administrators and other District personnel with regular updates on projects and activities as requested; interact directly with College administrators with policy-level responsibility as assigned by Director.

Assist in planning, organizing, implementing, managing and evaluating audiovisual services provided to the College; assist in designing technical and specialized audiovisual systems in response to faculty, student and staff requirements; assist in identifying, evaluating and recommending emerging media equipment, systems, programs, applications, technologies, methodologies and uses.

Assist in evaluating emerging and innovative technologies and making proposals regarding their strategic use in serving the needs of students, faculty and staff; represent the College, as assigned, at District Information Technology meetings; and promote the College's position related to information technology.

Maintain a liaison relationship with the student and faculty user community; assist in developing and implementing opportunities for students and staff to learn to use information technology systems and programs; assist in promoting new systems and services to these user communities.

Provide assigned supervisor, College administrators and other District personnel with regular updates on assigned projects and activities as requested or directed.

Coordinate technology in the College's various learning centers, such as writing and math labs; evaluate and maintain library information databases, and maintain a variety of tracking systems such as SARSTrak, photocopier auditronics, and Xerox tracking as needed.

Assist in developing and administering budgets for assigned projects; assist in forecasting future budgets requirements for technology systems, staffing, and facilities infrastructure; and assist in approving technology purchases.

Coordinate with outside vendors for the purchase, installation and maintenance of complex voice, video and data systems if not coordinated by District IT personnel.

Coordinate the complete documentation of all technical systems including configuration and change control.

Maintain an effective inventory system of all hardware, software, and service maintenance agreements (SMAs)

Assist in providing appropriate technical solutions for designing and installing both radio and television broadcast systems as needed or assigned.

Assist in recommending new broadcast equipment for purchase to meet good engineering practices and provide project support representing broadcast system design during integration.

South Orange County Community College District

Page 4 – Assistant Director of Technology and Broadcast Systems, Specially Funded

Assist in diagnosing, repairing or facilitating the repair of component level broadcast-related equipment.

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 college or university with major course work in engineering, computer information systems, educational technology, business administration, or closely-related field.

#### Experience:

At least three years of increasingly responsible work experience that demonstrates the ability to assist in directing a broad college-wide information technology program, including multimedia services, and at least one year of experience in directly supervising full-time technical personnel.

#### **Desirable Qualifications:**

Recent evidence of continuing education in areas of information technology, engineering, business management, project management, or related area. At least three years of network management experience. Work experience managing a diverse workforce in an educational environment with participatory governance structures. Teaching experience in higher education is also desirable.

### LICENSES AND OTHER REQUIREMENTS:

A valid California driver's license.

Knowledge of:

Applicable security mandates, rules, and regulations. Audio/Visual systems design and maintenance principles. Budget preparation, administration and control. Community college mission, functions, and participatory governance. Complex Cisco networking systems and operations including wireless Computer design and maintenance principles. Correct English composition, grammar, spelling and vocabulary. Design experience for digital and analog video and audio signals, AES, NTSC, SDI, HD, ASI. District and College policies, procedures, organization, operations and objectives. Documentation standards and procedures. Electronic industry building standards and regulations for voice, video and data installations. Familiarity with automated broadcast control systems Federal Communication Commission (FCC) rules and regulations. Integration of a wide variety of audio and video broadcast equipment. Interpersonal skills including tact, patience and diplomacy. Modern information technology capabilities and trends. Operation of computers, peripherals, other office equipment and software programs, including database management, spreadsheet, word processing and specialized software. Operation principles of voice, video and data systems. Oral and written communication skills, including public presentation techniques.

South Orange County Community College District

Page 5 - Assistant Director of Technology and Broadcast Systems, Specially Funded

Knowledge of:

Planning and organizational skills.

Principles and operating techniques for distance learning systems.

Principles and practices of project management.

Principles and procedures of inventory management and record keeping.

Principles of data and imaging systems.

Principles of database and data structure.

Principles of management, supervision and training.

Principles of network design.

Public contract administration.

Radio transmitters, microwave links, and satellite systems.

State, local and federal laws, regulations, codes and requirements, and District policies affecting the installation, use and maintenance of information technology and related media.

#### Ability to:

Analyze problems or complex situations accurately, identify alternative solutions, project consequences of proposed actions, adopt an effective course of action and implement recommendations.

Assist in developing, implementing, directing and evaluating information technology services, activities and programs.

Assure compliance with legal requirements and District policies.

Collect, compile and analyze data.

Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.

Develop and manage assigned 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 emerging technologies and assist in making recommendations relating to their use within the College that aid in the achievement of the College's goals and objectives.

Have an understanding of participatory governance.

Identify, evaluate and resolve complex system problems.

Interpret, apply and explain applicable District policies and federal, State, and local laws, codes and regulations.

Lead and facilitate group meetings effectively.

Maintain current knowledge of technological advances in the field.

Make informational and persuasive oral and written presentations.

Monitor the work of external contractors and assure conformance to contract requirements.

Motivate others effectively to achieve departmental excellence while achieving goals and objectives in a timely and efficient manner.

Operate office equipment such as computer, printer, calculator, copier and facsimile machine.

Participate with the District in the design, procurement and installation of approved technology projects.

Plan, organize and direct the work of consultants and contractors.

Prepare and present reports and recommendations.

Provide information and direction to others with varying levels of information technology knowledge. Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Represent the College as assigned at meetings with others, regarding technology.

Run an effective and efficient technical help desk operation.

South Orange County Community College District

Page 6 - Assistant Director of Technology and Broadcast Systems, Specially Funded

#### Ability to:

Train, 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.

Use independent judgment to plan and accomplish goals

Work effectively with others to achieve common goals.

Work with construction contractors, construction superintendents, construction managers, project owners, and understand construction schematics, diagrams, and drawings.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment

Duties are performed primarily in an office environment at a desk or computer work station. Incumbents are subject to frequent contact in person and on the telephone with administrative, management, supervisory, academic and classified staff. Work requires travel to other offices or locations to attend conferences, meetings or conduct work.

#### Physical Demands

Typically must sit and stand for long periods; use hands and fingers to operate a computer keyboard; remember key information and concentrate for prolonged periods; see to read all printed materials, including fine print, diagrams, schematics, computer screen and electronic displays; hear and understand voices to conduct face-to-face and telephone conversations; speak in an understandable voice with sufficient volume to be heard within a normal conversational distance, on the telephone, and when addressing groups; transport self to places necessary to perform job duties, such as meeting locations; visit and inspect technology installation sites; and move and/or carry objects weighing up to a maximum of 25 pounds.

Finalized by Marlys Grodt and Associated, September 4, 2015 Approved by the Board of Trustees,

# ATTACHMENT 3

South Orange County Community College District

# GRANT PROJECT MANAGER (CAREER PATHWAYS), SPECIALLY FUNDED – JC #\_\_,

Classified Management - Academic and Classified Administrator and Manager Salary Schedule Range 9

#### **DEFINITION**

Working closely with grant project directors, provide day-to-day oversight, grant compliance and leadership for assigned multi-year Career Pathways grant activities at Saddleback College including, but not limited to, Career Pathways Trust, CTE Transitions (part of Perkins I-C), and SB1070 programs; plan, develop, organize, coordinate, implement, oversee, monitor, and evaluate all aspects and phases of the projects at outlined in grant terms; administer grant budgets; ensure the timely and accurate preparation and submission of required reports and statistics; develop and maintain working relationships with those involved with the project; and serve as liaison between the project and representatives of other components of the grants, SOCCCD administrators, faculty, staff, students, representatives of involved businesses and communities, advisory committees, other interested groups, and the general public; and ensure compliance with District policies and applicable State and federal regulations; and train, assign, supervise and evaluate the work of assigned staff.

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 grant.

The Grant Project Manager is a classified management classification required to serve as the grant's operations manager and perform a full range of professional-level management duties in support of the assigned grant-funded projects.

Positions at this level develop, implement and administer assigned services and functional areas, participate in budget development and monitoring, develop and implement policies and procedures, coordinate communication and work activities among staff, community and business groups and partners.

Assignments performed at this level require knowledge of project management work as well as some knowledge of subject matter related to the grant.

The Grant Project Manager's role is to:

- Supervise all project staff and generally coordinate the project's implementation;
- Work with staff and partners to augment project supportive services resources and build collaboratives;
- Work with evaluators to compile and report data, and assessment and evaluation reports and ensure all program documentation is complete, accurate and comprehensive;
- Work with grant partners to accomplish grant objectives;
- Coordinate program marketing, assess student and faculty needs, network with community based service providers, and leverage other local resources;
- Use online electronic systems where required to review partner invoices requesting grant reimbursement and analyze compliance with costs and for proper classification under grant guidelines.

South Orange County Community College District Page 2 – Grant Project Manager – Career Pathways, Specially Funded

#### SUPERVISION RECEIVED AND EXERCISED

Reports to and receives direction from the assigned Project Director.

Exercises functional and technical supervision over assigned administrative support and contractual personnel, including project specialists, sub-award project staff, student workers, contractors, and consultants.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Manage the daily operations and oversee the development and implementation of assigned aspects of assigned projects according to the grant terms; ensure compliance with all project, grant and legal requirements; develop and implement appropriate methods and procedures to optimize efficient and effective delivery of services; direct, monitor, and evaluate grant activities and operations regularly to ensure that each grant objective is met on a timely basis; work with appropriate division staff from each program to ensure program deliverables.

Plan, design, and implement project elements that support service delivery; participate in processes to define scope and schedule of services and activities; oversee and participate in implementation processes.

Assume responsibility for providing coordination of resources for assigned project; determine short and long-term needs and develop recommendations; design processes and procedures to implement, maintain, and/or manage project resources.

Oversee and participate in the development and implementation of goals, objectives, policies, and priorities for the grant-funded project; research, develop, implement, and administer policies, procedures, and changing business practices and processes for assigned project; research, develop, implement, and administer policies, procedures and changing business practices and processes for assigned project; and develop and maintain handbooks, forms and related policies and procedures.

Resolve operational and administrative problems; identify problem areas and issues; conduct research to find alternative solutions; make recommendations; oversee and assist in implementation of recommendations.

Perform a variety of professional-level research, administrative, operational, financial, and analytical duties in support of assigned grant project; conduct studies, research projects, and analysis.

Prepare and submit administrative, operational, and financial reports, including the preparation of conclusions, recommendations, and forecasts based on data summaries and other findings according to established deadlines; consult with District staff and outside agencies to obtain information.

Manage the budget process for assigned project; develop assigned budgets; collect and analyze financial data; review, analyze and approve budget requests; create data tracking and reporting systems; oversee, monitor and review status of budgets on an ongoing basis.

Research, negotiate, and monitor assigned contracts and agreements with outside suppliers, service providers, and others; ensure work is performed in compliance with contracts and agreements; supervise the processing of invoices and payments.

South Orange County Community College District Page 3 – Grant Project Manager – Career Pathways, Specially Funded

Ensure the creation and maintenance of publications promoting assigned project; ensure the development of publications and materials to advertise and provide project information, including newsletters, directories, handbooks, special event flyers, and other public relations materials as needed.

Manage assigned project functions, programs, activities and functions in coordination with other staff, projects and functions as well as local, State and federal agencies/jurisdictions, business partners, and the general public; coordinate with, interact with, share knowledge and develop collaborative relationships.

Collaborate in the design and implementation of a network of community based organizations and educational institutions that will oversee and provide services and experiences for project participants; assist in the development of cooperative agreements with other agencies and organizations involved with providing project programs, services, and activities.

Serve as contact and respond to requests for information from staff, other agencies, and the general public regarding assigned project; participate in community outreach and education activities; and prepare presentations and related material.

Coordinate meetings related to assigned project; represent area of assignment; participate on and provide staff support to a variety of committees, task forces, and boards; develop agendas and write speaking points; participate in speaking engagements; ensure the preparation and presentation of marketing materials, staff reports, and other documents as appropriate and necessary; respond to and resolve inquiries and complaints.

Maintain records concerning assigned project and its programs, services and activities; process incoming and outgoing documents; prepare and track various documents; prepare reports and briefings on project status, progress, changes, and related items related to scope, schedule, and budget.

Assist with overseeing website and distance education system for assigned project; update information as needed.

Manage data and information used in assigned area including administering assigned databases; entering and modifying data; generating reports; analyzing user needs and modifies database structure and/or format in response to user needs; train staff on use of database systems; prepare database documentation.

Train, schedule, provide work direction to, supervise and evaluate assigned support staff; ensure that staff adheres to dictates of assigned grant, District policies, other applicable legal requirements and professional standards.

Maintain current knowledge of the regulations, policies, application requirements and eligibility criteria for the project and its programs, including computer hardware and software enhancements.

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:

South Orange County Community College District Page 4 – Grant Project Manager – Career Pathways, Specially Funded

#### Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in education, business or public administration, or closely related field.

#### Experience:

At least three years of increasingly responsible professional experience related to the operations management of a grant or similar project.

#### Licenses or 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.

Coordination and management of assigned grant.

Correct English composition, grammar, spelling and vocabulary.

District and College organization, operations, objectives, policies and procedures.

English usage, grammar, spelling, punctuation, and vocabulary.

Goals and objectives of assigned project.

Information and research resources available related to areas of assignment.

Interpersonal skills using tact, patience, diplomacy and courtesy.

Marketing, promotion and public relations techniques.

Methods and techniques used in the performance of duties and responsibilities specific to the area of assignment.

Modern office practices, procedures, methods, and equipment.

Modern principles, practices, methods and techniques of management.

Office procedures, methods, and equipment including operation of computer, peripherals and software programs, including student information systems, database management, spreadsheet, word processing and specialized software.

Operational characteristics, services, and activities of the functions, programs, and operations of assigned project.

Oral and written communication skills.

Community demographics, Labor Market Information, and consumer trends

Pertinent federal, State of California and local laws, codes, and regulations.

Planning and organizational skills.

Preparation, publication and distribution of informational and promotional materials.

Principles and practices of financial record keeping and reporting.

Principles and practices of project development, administration, and review.

Principles and practices of training, work direction, supervision and performance evaluation.

Principles and techniques used in public relations.

Principles, practices, and procedures of business administration and public administration.

Principles, practices, and procedures of business letter writing.

Principles, practices, and procedures of complex fiscal, statistical and administrative research and report preparation.

South Orange County Community College District Page 5 – Grant Project Manager – Career Pathways, Specially Funded

Knowledge of:

Processes, procedures, and practices of budget preparation and administration.

Project and contract management principles and practices.

Statistical procedures and mathematical concepts.

Technical knowledge of business/industry principles and practices for area of responsibility.

Work organization and office management principles and practices.

#### Ability to:

Adapt to changing technologies and learn functionality of new equipment and systems.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Assess community needs to develop appropriate service partnerships for assigned project.

Collect, compile and analyze data.

Communicate clearly and concisely, both orally and in writing.

Develop and administer policies and procedures.

Develop recommendations for problematic areas and implement and monitor changes.

Develop, implement and evaluate all components of the assigned grant.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain community relationships.

Establish and maintain effective and cooperative working relationships with those contacted in the course of work.

Establish, review, and revise office work priorities.

Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.

Independently compose and prepare correspondence, reports and memoranda.

Interpret, apply and explain applicable State and federal laws and regulations.

Learn and understand the content and requirements of assigned grant project quickly to assume assigned responsibilities.

Maintain complex and varied files and records.

Maintain current knowledge of assigned project.

Manage assigned project effectively according to stringent timelines.

Manage assigned project with multiple tasks and re-prioritize as needed.

Operate office equipment such as computer, printer, scanner, calculator, copier and facsimile machine.

Operate office equipment, including computer applications software, such as database management, spreadsheet, word processing and software related to area of assignment, including online reporting systems.

Oversee and manage the administrative functions and operations of the assigned office.

Perform a full range of complex, difficult and responsible project management duties involving the use of independent judgment and personal initiative.

Plan and organize work to meet schedules and changing deadlines.

Plan, organize, coordinate, prioritize, manage, perform and delegate work.

Prepare a variety of clear and concise administrative and financial reports.

Prepare and manage assigned budgets.

Prepare effective letters, press releases and promotional materials.

Prepare oral and written reports and recommendations.

Provide specialized information and assistance to students, staff, and the general public.

South Orange County Community College District Page 6 – Grant Project Manager – Career Pathways, Specially Funded

Ability to:

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Research, compile, assemble, analyze, and interpret data from diverse sources.

Respond to requests and inquiries from students, staff, or the public; effectively present information in person or on the telephone to students, staff, or the public.

Select, train, lead, provide work direction, supervise and evaluate the performance of assigned personnel.

Understand and work within the mission and philosophy of assigned college, South Orange County Community College District and the California Community College system.

Understand the nature of partnerships and identify mutual interests.

Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations and ordinances.

Use sound judgment in recognizing scope of authority.

Use technical concepts and project management tools and techniques to effectively manage assigned project and solve complex problems in creative and effective ways.

Work effectively and collaboratively in a multi-college environment, as well as within a system of community college districts.

Work effectively with others to achieve common goals.

Work independently with little direction.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

### 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. Duties are performed primarily in an office environment while sitting at a desk or computer workstation. Work also requires travel to various community locations to communicate with grant partners, attend meetings, or otherwise conduct work. Incumbents are subject to contact with partners, students, and staff; 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, walk short distances on a regular basis, 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 Associate, July 6, 2015 Approved by the Board of Trustees,

то:	Board of Trustees
FROM:	Gary L. Poertner, Chancellor
RE:	SOCCCD: 2016-17 Full-Time Faculty Hiring
ACTION:	Approval

#### BACKGROUND

A priority in advancing the missions of Saddleback College and Irvine Valley College is to hire qualified full-time faculty at both colleges.

#### **STATUS**

Annually, Saddleback College and Irvine Valley College, through collegial consultation processes, develop lists of recommended full-time faculty positions for recruitment. These positions include proposed, newly created faculty positions as well as faculty positions that already exist but are currently vacant. The college presidents have reviewed the full-time faculty hiring recommendations for the 2016-2017 academic year (Exhibits A and B). With Board approval, the positions listed will be authorized for recruitment through academic year 2017-2018. Saddleback College anticipates hiring four (4) to eight (8) positions in the next academic year. Irvine Valley College anticipates hiring ten (10) to fourteen (14) positions in the next academic year.

#### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the college faculty hiring lists as shown in Exhibit A and B for the 2016-2017 academic year. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the presidents and approved by the chancellor.

#### Saddleback College Tenure Track Hiring Authorization 2016-2017 Academic Year

Division/School	Academic Discipline	Vacant/New Position
Econ. Workforce Dev. & Business Science	Accounting	Vacant
Fine Arts	Ceramics	Vacant
Science, Math & Engineering	Computer Science	Vacant
Advance Technology & Applied Science	Foods and Nutrition	Vacant
Health Science & Human Services	Medical Assistant	New
Online Education & Learning Resources	Faculty Tutorial Specialist	New
Liberal Arts	English Composition	New
Advance Technology & Applied Science	Enviromental Studies	New
Science, Math & Engineering	Mathematics	New
Econ. Workforce Dev. & Business Science	Accounting	New
Transfer, Career & Special Programs	CalWORKS Counselor/Coord.	New
Emeritus Institute	Emeritus Institute Health	New
Social & Behavioral Science	Psychology	New
Emeritus Institute	Emeritus Institute Humanities	New
Liberal Arts	English Composition	New

## Irvine Valley College Tenure Track Hiring Authorization 2016-2017 Academic Year

Division/School	Academic Discipline	Vacant/New Position
Languages & Learning Resources	Japanese	Vacant
The Arts	Dance	Vacant
Humanities	English (Basic Skills)	New
Life Sciences & Technologies	Biology	Vacant
Physical Sciences & Technologies	Electrical Technology	Vacant
Math, Computer Science & Engineering	Mathematics	Vacant
Math, Computer Science & Engineering	Mathematics	Vacant
Languages & Learning Resources	English as a Second Language	Vacant
Guidance & Counseling	Counselor (International)	Vacant
The Arts	Communication Studies	Vacant
Languages & Learning Resources	Reading	New
Physical Sciences & Technologies	Chemistry	Vacant
Humanities	English	New
Humanities	Philosophy	New
Humanities	English (Basic Skills)	New
Math, Computer Science & Engineering	Mathematics	New
The Arts	Art	Vacant
Business Sciences	Accounting	New
Life Sciences & Technologies	Biology	Vacant
Social & Behavioral Sciences	Geography	New
Humanities	English (Basic Skills)	Vacant
Math, Computer Science & Engineering	Mathematics	New
Languages & Learning Resources	English as a Second Language	New
Physical Sciences & Technologies	Chemistry	New
The Arts	Digital Media Art	New
Social & Behavioral Sciences	Political Science	New
Life Sciences & Technologies	Biology	New

TO:	Board of Trustees
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- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: SOCCCD Faculty Association Academic Employee Master Agreement
- **ACTION:** Approval

#### BACKGROUND

The prior collective bargaining agreement between South Orange County Community College District (District) and the South Orange County Community College District Faculty Association (SOCCCDFA) expired June 30, 2014. District and SOCCCDFA agreed to work under conditions of the previous agreement from July 1, 2011 through June 30, 2014. The District and SOCCCDFA negotiators have reached a tentative agreement for the period of July 1, 2014 through June 30, 2018. SOCCCDFA completed a ratification election on October 23, 2015.

#### <u>STATUS</u>

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. A final copy of the Tentative Agreement is attached as Exhibit A. The increased costs of the agreement with SOCCCDFA for the three-year period, from July 1, 2015 through June 30, 2018, as displayed in Exhibit B, are estimated to be \$21,026,920.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Tentative Agreement as presented in Exhibit A.

## South Orange County Community College District



# ACADEMIC EMPLOYEE MASTER AGREEMENT 2015-2018

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## ARTICLE I AGREEMENT

- I. The Articles and Provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the South Orange County Community College District ("District") and the South Orange County Community College District Faculty Association, an affiliate of CTA/NEA ("Association" or "SOCCCDFA"), an employee organization.
- **II.** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (EERA).

This Agreement shall remain in full force and effect from July 1, 2015 until June 30, 2018.

## ARTICLE II EFFECT OF AGREEMENT

The articles of this Agreement shall be final and binding on both parties.

## ARTICLE III SEVERABILITY

#### I. Savings Clause

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

#### II. Replacement for Severed Provision

In the event of suspension or invalidation of any article or section of the Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such article or section.

## ARTICLE IV DEFINITIONS

#### ACADEMIC YEAR

The traditional fall and spring semesters of a school year which are consistent with the 178 total instructional days as specified in the Academic Calendar.

#### ACADEMIC CALENDAR

The published academic calendar developed by the Academic Calendar Committee and adopted by the Board of Trustees. The Academic Calendar specifies when classes are in session, professional development days, holidays and final exam periods.

#### ADMINISTRATION

The College or District employees who are designated management employees by the Board of Trustees in accordance with the EERA.

#### AGREEMENT (MASTER)

The negotiated contract between the District and the Association.

#### ASSOCIATION

South Orange County Community College District Faculty Association.

#### BOARD POLICY

A policy approved by the Board of Trustees.

#### CHANCELLOR

South Orange Community College District chancellor.

#### CLOCK HOUR

Sixty (60) minutes.

#### COLLEGE

The college (Irvine Valley College, Saddleback College) where a faculty member has a primary assignment.

#### COLLEGE SERVICE

An activity and/or service that fulfills the faculty member's contracted service obligation.

#### COMMITTEE

Any standing or ad hoc college and/or District group duly constituted to address one or more college and/or District concerns in which participation fulfills in whole or in part a faculty member's contracted committee activity obligation.

#### CONTACT HOUR

Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.

#### Day

A "day" (for the purpose of Article XXV – Grievance Procedures) is any day on which the District administrative offices are open for business.

DEAN

The administrator assigned to a specific division/school at a college.

#### DEPARTMENT CHAIR

A full-time faculty member who, under the supervision of a dean, administers an academic department.

#### DISTANCE EDUCATION (DE)

Instruction in which the instructor and student are separated by a distance so that they interact primarily through the assistance of communication technology.

#### DISTRICT

The entire South Orange County Community College District consisting of Irvine Valley College, Saddleback College, and their off-campus sites, including ATEP.

#### DUTY DAYS

The District has adopted a 178-day Academic Calendar (per. Ed. Code, §41420 and §41422) within which each full-time faculty member fulfills his/her contracted workload as specified in Articles XIV (Assignment, etc.) and XV (Workload).

#### EDUCATION CODE (ED. CODE)

The California Education Code.

#### EERA

The Educational Employment Relations Act as recorded in Chapter 10.7, §3450-§3549 of the Government Code.

#### EXTRA DUTY DAYS

Additional days beyond a faculty member's normal contractual assignment during which designated faculty members as perform duties (see Article XV).

#### FACULTY

All full- and part-time academic employees who are included in the appropriate bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

#### FACULTY MEMBER

A full- or part-time academic employee who is included in the appropriate bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

#### **PROFESSIONAL DEVELOPMENT ACTIVITIES**

Professional development (formerly called Flex) activities are in lieu of classroom, preparation, and office hour assignment time and, therefore, attendance is required for full-time faculty members (5 CCR §55726).

#### FULL-TIME

A faculty member employed by the District on a full-time contract.

#### GRIEVANCE

A formal written allegation by a grievant who alleges a violation of a specific article, section, or provision of this Agreement.

#### GRIEVANT

Any faculty member(s) who claim(s) to have been aggrieved by an alleged violation of this Agreement.

#### IMMEDIATE FAMILY

The mother, father, stepparent or legal guardian, son, son-in-law, daughter, daughter-inlaw, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner of the employee, or any relative living in the immediate household of the employee.

#### IMMEDIATE SUPERVISOR

The lowest level administrator who has immediate supervision of the grievant and who has been designated by the District to address a grievance at Level I as specified in Article XXV (Grievance Procedures).

#### INSTRUCTOR

An employee who is included in the appropriate bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

#### LABORATORY (INSTRUCTIONAL ACTIVITY)

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a group basis. Laboratory assignments are characterized by the need for preparatory time for the faculty member and issuance of a grade for work completed in the laboratory by the student. The grading criteria should be outlined in the Course Outline of Record and Syllabus providing some weight to the final grade. Both preparatory time and the issuance of a grade are part of laboratory instructional activities. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1 hour of student contact and 1 hour of preparation for each LHE (see Appendix B) will continue to be classified as Laboratory assignments.

#### LEARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)

Instructional activities such as learning assistance or learning centers, in which the assignment is fulfilled entirely by student contact activities, with no preparatory activities. Instruction is normally delivered on an individual basis.

#### LECTURE (INSTRUCTIONAL ACTIVITY)

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to lecture preparation, course material development, responding to student work and grading.

#### LECTURE HOUR EQUIVALENT (LHE)

A unit of measure used to establish each full-time faculty member's annual contractual workload, and the workload and rate of pay for full-time faculty overload, part-time faculty and summer assignments.

LIBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS (INSTRUCTIONAL ACTIVITY)

Instructional activities such as library services, counseling services, and learning disability services in which the assignment is fulfilled primarily by student contact activities within an assigned period.

#### PART-TIME

A faculty member employed by the District who works less than a full-time workload and is not a tenured faculty member, a probationary full-time faculty member, or a temporary full-time faculty member as described in Ed Code §87478.

#### PRACTICUM (INSTRUCTIONAL ACTIVITY)

Instructional activity in which instruction is delivered primarily during student contact activities with some necessary instructor preparation. This activity includes courses in which the learning objectives are demonstrated through student participation.

#### PRESIDENT

College president for each campus in the District.

#### SALARY SCHEDULE

The Full-time Academic Salary Schedule, Part-time Classroom Academic Salary Schedule and Full-time Overload/Part-time Non-classroom Academic Salary Schedule, as set forth in Appendix A.

#### SOCCCD

South Orange County Community College District.

#### STRS

State Teachers Retirement System

#### TRC – TENURE REVIEW COMMITTEE

A committee composed of the Dean and tenured faculty members assigned to assist probationary faculty members through the tenure process.

#### VICE CHANCELLOR

The Vice Chancellor of Technology and Learning Services, the Vice Chancellor of Business Services, or the Vice Chancellor of Human Resources & Employer/Employee Relations of the SOCCCD.

#### VICE PRESIDENT

The Vice President for Instruction, Vice President for Student Services, or the Vice President for Administrative Services for each campus in the District.

#### WORKLOAD

A measurement in LHEs of a faculty member's assignment.

#### WORKSITE

A physical location where a faculty member performs and completes some or all of their academic assignment(s). Example: A clinical setting in which a nursing faculty member performs instruction.

## ARTICLE V RECOGNITION

The District recognizes the Association as the exclusive representative of full-time and part-time academic employees of the District, including librarians and counselors, for the purposes of meeting and negotiating. Management, confidential, classified, and supervisory employees, as defined by the Educational Employment Relations Act, shall be excluded from the bargaining unit.

## ARTICLE VI ASSOCIATION RIGHTS

- **I.** The Association and its duly authorized college representatives shall have, upon yearly approval, the free use of college equipment and building facilities for Association business at any reasonable time, which shall include evening hours. Such equipment shall include, but shall not be limited to computers, duplicating equipment, calculators, telephone/fax, and audiovisual equipment.
- **II.** The District shall provide reasonable bulletin board space for Association use in each building housing faculty members, and in all faculty lounges and dining areas.
- **III.** The Association and its college representatives shall have the right to use the college mail distribution services, including e-mail, for Association communications, and shall be provided access to all faculty mailboxes for such use through appropriate methods.
- **IV.** Duly-authorized Association representatives shall be free to conduct official Association business as necessary to the performance of Association responsibilities to members of the bargaining unit, including grievance representative activities, on college property.
- **V.** Names, job titles, home addresses, and telephone numbers of all full-time and part-time faculty members shall be provided to the Association within approximately thirty (30) days of the first day of each recognized academic term, i.e., fall and spring semester, unless release of specific information is disallowed by particular faculty members.
- **VI.** The District and the college administration shall consult with the Association on new or modified fiscal or budgetary programs when this information is of concern to the Association as it relates to items determined to be in the scope of representation under the EERA.
- **VII.** Reassigned time without loss of compensation shall be provided to Association members for negotiations and conducting Association business. Schedules of those faculty members receiving reassigned time shall be mutually arranged by the faculty members, the supervising College administrators and the District so as to minimize disruption to the educational process and with the intent of allocating reasonable periods of time for negotiations and the conducting of Association business. The following apply:
  - 1. The Association will provide the names of faculty members receiving the reassigned time to supervising College administrators and District no later than May 1<sup>st</sup> for the fall semester and October 1<sup>st</sup> for the spring semester.
  - 2. The Association will receive forty-eight (48) LHE, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s).
  - 3. The Association will have the right to purchase up to twelve (12) additional LHE from the District, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s), at the rate of one (1) LHE as described in the Full-time Overload/Part-time Non-classroom Academic Salary Schedule for one (1) LHE of reassignment.
  - 4. Additional LHE will be added for summer use only:

- a. Three (3) LHE as described in the Part-time Classroom Academic Salary Schedule for the President;
- b. One (1) LHE as described in the Part-time Classroom Academic Salary Schedule, or during periods when the parties are in formal negotiations to establish a new collective bargaining agreement, three (3) LHE, for the Chief Negotiator.
- **VIII.** Association officers or their designee(s) may be granted up to three (3) days of paid leave or shall be entitled to three (3) days of unpaid leave to be used for local, state, or national conferences, or for conducting other business pertinent to the Association's affairs. These representatives shall be excused from their duties upon a minimum of a two (2) days advance notice to the college president by the Association President or designee.

## ARTICLE VII MANAGEMENT RIGHTS

Except as limited by the specific and express terms of the EERA and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

## ARTICLE VIII NEGOTIATION PROCEDURES

- **I.** Either the District or the Association may notify the other in writing, between September 1 of the previous calendar year through May 1 in the year that this contract expires, of its request to modify, amend, or terminate the agreement. Negotiations shall thereafter commence in accordance with the law.
- II. Either party may use the services of outside consultants to assist in the negotiations.
- **III.** Negotiations shall take place at mutually agreed upon times and places.
- **IV.** Any tentative agreement reached between the parties shall be put in writing and signed by both parties. Ratification of the Agreement, both by the District and Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.
- V. Upon request by the Association President, or his/her designee, the District shall provide one copy of any clearly non-confidential District, county, or state reports or documents. The District shall also provide one copy of all budgetary information that it develops and/or produces that is necessary and reasonable for the Association to fulfill its role as the exclusive bargaining representative. All such reports shall be delivered to the Association in a timely manner.

## ARTICLE IX UNIT STABILITY

- I. Placement of new positions
  - a. Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to Article V. If not covered in Article V, placement shall be negotiated with the Association.
  - b. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to PERB.
- **II.** Alteration of existing positions
  - a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated.
  - b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by mutual agreement between the District and the Association while the faculty member is in his/her position if the change is necessary to provide the faculty member with a full load which is within the faculty member's minimum qualifications.
- III. Vacant positions
  - a. When the District determines that a vacancy within the bargaining unit shall be filled, the Association shall be notified within ten (10) days of the District's determination.
  - b. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled.
  - c. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON) as determined by the Office of the Chancellor of California Community Colleges (California Community College System Office).

## ARTICLE X ORGANIZATIONAL SECURITY

**I.** The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.

#### II. Membership

- A. Membership in the Association is not compulsory.
- **B.** Except as provided elsewhere in this Agreement, all members of the bargaining unit, or in the case of new bargaining unit members hired during this Agreement, on or before the sixtieth (60th) day following the beginning of the school year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment, shall complete election of one of the following three Association status categories:
  - 1. Member of the Association. Member status is elected by submitting to the Association a completed Membership Enrollment Form.
  - 2. Fee Payer who pays a service fee in the amount equal to Association Member dues. Any Faculty member who has not become a member of the Association shall be considered a Fee Payer upon date of hire, and continue in that status until such time as the Association receives a completed Membership Enrollment Form from the faculty member or the faculty member meets the conditions to be considered a Religious Objector.
  - 3. Religious Objector, who, in lieu of paying dues or fees to the Association, pays an amount equal to the Association's annual dues to any of the charitable organizations mutually agreed upon by the Association and the District. Conditions specified in Section G below must be met to qualify for Religious Objector status.
- **C.** The amount of any dues or service fees shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this Agreement and at the beginning of each successive school year.
- **D.** A faculty member may change her or his status from Fee Payer to Association Member by signing and delivering a Membership Enrollment Form to the Association.
- **E.** A faculty member shall be responsible to the Association for a full year's payment from the date of election when electing to pay Association dues or a service fee.

- **F.** Full-time bargaining unit members hired during the school year shall be required through direct payment or deduction authorization, only a pro rata amount of the membership dues or service charge. Such pro rata shall be based on a maximum of ten (10) school months (September through June) and the number of months remaining in the school year. A month shall be determined if more than 51 percent of the teaching days in that month remain after the faculty member commences employment.
- G. Religious Objector Exception:
  - 1. Any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. Such faculty member can apply for Religious Objector status. To qualify for this exception, the unit member must:
    - a. apply to and be approved by the Executive Committee of the Association for Religious Objector status and
    - b. provide proof to the Association Membership Chair that they have, in lieu of a service fee, paid sums equal to service fees to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(c)(3) Title 26 of the Internal Revenue Code, chosen by such employee from the list of charitable organizations mutually agreed upon by the Association and the District.
  - 2. No in-kind services may be received for payments, nor may payment be in any form other than money. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee.
  - 3. Approved Religious Objectors who begin employment as a faculty member in the District after the commencement of the academic year may pay a prorated amount of approved charitable contribution for the remainder of that academic year.
  - 4. The District shall notify the Association if a Religious Objector payroll deduction authorization is cancelled or modified. If no replacement proof of approved charitable payment is received by the Association within 30 days of approved payroll deduction cancellation, the District will begin payroll deduction of the regular due/fees amount upon the instruction of the Association.

- **H.** Any faculty member electing and meeting the requirements to be considered a Religious Objector, who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying to the Association and/or CTA the reasonable cost of using said grievance or arbitration procedures. A faculty member may execute a District Authorization form to the District for deductions from his/her pay for the purpose of paying Association fees or dues. Such deductions must be voluntary, and the faculty member may revoke such authorization at any time. The deductions permitted under the authorization shall be:
  - 1. **Association member**: The annual dues of the local Association, including state and national organizations, but excluding all other charges, including fines and assessments.
  - 2. **Non-members**: A certified amount of the cost as verified in Section B2 above.
  - 3. Such deductions shall be made only upon submission of the District form to a designated representative of the District duly completed and executed by the faculty member.
    - a. Deductions shall be made in equal installments on each pay day after receipt of authorization.
    - b. By the fifteenth (15<sup>th</sup>) day of each succeeding month, the District shall transmit the monies to the Association.
- **I.** The Association shall hold the District harmless on account of any monies deducted and remitted to the Association pursuant to this section.
- **J.** The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, federal, and state courts, and to the extent that it does not conflict with any federal or state laws.
- **K.** As a condition of the effectiveness of this Article, the Association agrees to defend, indemnify and hold harmless the District, Board of Trustees, each individual member of the Board of Trustees, and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability, and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article.

## ARTICLE XI PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- **I.** Any faculty member who is a member of the Association or who has applied for membership may sign and deliver to the District Payroll Office an appropriate written authorization requesting deduction of unified Chapter/CTA/NEA dues. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months beginning with the first regular salary check of the academic year.
- **II.** Faculty members who sign such an authorization after the commencement of the academic year shall have their dues prorated for the remainder of that academic year.
- **III.** With respect to all sums deducted by the District pursuant to authorization by the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the member's pay warrant, such monies to the Association's designee accompanied by an alphabetical list of faculty members for whom such deductions have been made.
- **IV.** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- **V.** Upon receiving appropriate written authorization from the faculty member, the District shall deduct appropriate amounts from the salary of the faculty member and make appropriate remittance to annuities, credit union accounts, savings bonds, or any other plans or programs approved by the Association and the District.

## ARTICLE XII BOARD POLICIES

In the event the District desires to change a Board Policy which affects a term or condition of employment, as defined by Government Code Section 3543.2, the District will, prior to making such a change, notify the Association of the proposed change, and provide it with a reasonable opportunity to negotiate the change, to the extent such change is within the scope of representation.

## ARTICLE XIII REOPENER CLAUSE

- I. Both parties (District and Association) have agreed that the scope of the EERA leaves some room for interpretation. In an effort to expedite the negotiations process, the Articles contained herein constitute an agreement on the scope of the EERA. However, should PERB or the courts rule on items not covered in this contract, the Association and the District agree to meet and negotiate in good faith those provisions so ruled in the scope of representation of the Association as the designated bargaining unit.
- **II.** Any item so negotiated and agreed to by both the District and the Association shall become a part of this Agreement and shall not cancel or invalidate any other part of the Agreement.

## ARTICLE XIV ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES

#### I. Right of Assignment

- **A.** The Dean has the right to assign and/or approve each full-time faculty member's workload.
- **B.** The Dean has the right to assign and approve each part-time faculty member's workload and particular assignment(s).
- **C.** The Dean and faculty member will mutually agree to office hours and committee/college service hours. Office hours will be published for students. Office hours may be held on-line as mutually agreed upon between the dean and the faculty member.
- **D.** The Dean will give first consideration to full-time faculty members for additional assignments such as overload, summer session, special projects.
- II. Contract Year

A contract year for full-time faculty members shall be 178 days divided into the traditional fall and spring semesters as published in the Academic Calendar.

- III. Hours of Service
  - **A.** Full-time faculty members are expected to work no less than thirty-six (36) hours per week for their 30 LHE yearly assignment. A typical semester workload shall be comprised of:
    - 1. Classroom Assignment:
      - a. Fifteen (15) hours per week of classroom or equivalent instruction.
      - b. Fifteen (15) hours per week for grading, record keeping, student advising, appointments, classroom preparation, and other professional duties as assigned.
      - c. Five (5) office hours per week during each week of the semester, including finals' week.
      - d. One (1) hour per week of committee and/or college service.
    - 2. Non-classroom Assignment:
      - a. Thirty (30) hours per week, including finals week, of direct student contact, outreach, and program specific assignments.
      - b. Five (5) office hours per week.
      - c. One (1) hour per week of committee and/or college service.
  - **B.** Part-time faculty members are expected to:
    - 1. Classroom Assignment:

- a. Provide one hour per week for each LHE of assigned classroom or equivalent instruction.
- b. Provide one hour per week for each LHE of assigned classroom or equivalent instruction for grading, record keeping, and classroom preparation.
- c. Conduct twenty (20) minutes of student consultation and appointments per week, including finals' week, for each assigned LHE of classroom or equivalent instruction. Such advisement may take place either in person, or through telephone or on-line (e.g., Blackboard or e-mail) consultation.
- 2. Non-classroom Assignment:
  - a. Provide one hour per week, including finals week, of direct student contact, outreach, and program specific assignments, for each LHE of assigned advisement.
- **IV.** Professional Duties within the Hours of Service
  - **A.** Each faculty member shall:
    - 1. Comply with their individual workload assignments.
    - 2. Participate in program review, college accreditation processes, and curriculum and program development, updates, and technical/program reviews, as appropriate.
    - 3. Respond to and evaluate student work, and report final grades to Admissions, Records, and Enrollment Services by an announced deadline each semester.
    - 4. Respond to student academic concerns.
    - 5. Report all personal absences to the Dean.
    - 6. Complete training determined to be mandatory by agreement between the District and the Faculty Association, or by law.
    - 7. First-year probationary faculty members will attend college and District orientation meetings during the fall semester professional development week.
    - 8. Full-time faculty members shall attend commencement, or appropriate graduation ceremony, unless participating in a different coincidental District duty (e.g., a coach attending an athletic competition which coincides with the commencement ceremony). Full-time faculty who fail to attend commencement will have one-half (1/2) day of appropriate leave deducted.
    - 9. Full-time faculty members shall complete their professional development obligations, calculated for full-time faculty members at 4.2 hours per professional development day as designated in the Academic Calendar.
  - **B.** Full- and part-time faculty members are encouraged to attend and participate in:
    - 1. District-wide Opening Sessions convened by the Chancellor.
    - 2. Opening sessions convened by the College President.

- 3. Regularly scheduled departmental, division, school meetings convened by the Dean.
- 4. Professional development activities offered throughout the Professional Development calendar.

## ARTICLE XV WORKLOAD

#### I. Workload

A. General Provisions

All faculty members covered by the Master Agreement are by definition instructional/teaching faculty, and their regular contracted duties and responsibilities are instructional and teaching in nature. This applies to all fulltime and part-time faculty, and includes all mediated and classroom instructors as well as all faculty whose normal or occasional duties and activities are nontraditional or non-classroom in nature, such as counselors, librarians, learning disability specialists, learning assistance instructors, student health center nurse(s), and any and all others who are included in the Academic Employee bargaining unit within the District.

#### **II.** Instructional activities

For the purposes of determining faculty workloads, each instructional activity will be assigned to one of the following five categories. A committee comprised of representatives of the colleges and/or District Services, the Academic Senates of each college, and the Faculty Association will meet annually to assign courses to the appropriate category.

A. Lecture

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to lecture preparation, course material development, responding to student work and grading.

B. Laboratory

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a group basis. Laboratory assignments are characterized by the need for preparatory time for the faculty member and issuance of a grade for work completed in the laboratory by the student. The grading criteria should be outlined in the Course Outline of Record and Syllabus providing some weight to the final grade. Both preparatory time and the issuance of a grade are part of laboratory instructional activities. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1 hour of student contact and 1 hour of preparation for each LHE (see Appendix B) will continue to be classified as Laboratory assignments.

C. Practicum

Instructional activity in which instruction is delivered primarily during student contact activities with some necessary instructor preparation. This activity includes courses in which the learning objectives are demonstrated through student participation. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1.2 hours of student contact and 0.8 hours of preparation for each LHE will be classified as Practicum assignments.

**D.** Learning Centers/Tutorial

Instructional activities such as learning assistance or learning centers, in which the assignment is fulfilled entirely by student contact activities, with no preparatory activities. Instruction is normally delivered on an individual basis.

E. Library, Counseling Services, and Learning Disability Specialists

Instructional activities such as library services, counseling services, and learning disability services in which the assignment is fulfilled primarily by student contact activities within an assigned period.

**III.** Lecture, Laboratory and Practicum Assignments: Full-time faculty members who instruct lecture and laboratory courses will be assigned 30-32 LHE per academic year.

The normal workload for full-time faculty shall be thirty (30) LHE per year, normally assigned as fifteen (15) LHE per semester. If load is over 30 LHE, LHE in excess of 30, but not to exceed 32 will be paid from the Full-time Overload/Part-time Non-classroom/Classroom Academic Salary Schedule (see Appendix A). The final adjustment payment will be paid on the last working day of April to allow for adjustments from the fall and spring loads. LHE in excess of 30, but not exceeding 32, which are part of a faculty member's normal load will not be considered overload, and will not limit overload as allowed in this Agreement.

The normal number of separate course preparations for a normal full-time faculty member's workload per semester shall not exceed three (3). In special situations, with the agreement of the faculty member, a faculty member may teach more than three (3) separate preparations.

- A. Lecture and laboratory instruction will be calculated on a contact hour (50 minute).
- **B.** One Lecture Hour Equivalent (1 LHE) shall be defined as one semester hour of lecture instruction.
- **C.** Lecture and laboratory workloads will be 30-32 LHE per academic year, calculated and compensated according to the following ratios:

	Cont	act Hours	LHE for load
Lecture		1	1
Laboratory		1	1
Practicum		1.2 (5/6)	1
Example: Digital Photography 5/6 (units lecture/lab per week)			
3 Hor	irs Lecture =	3 LHE	

6 Hours Practicum = <u>5 LHE</u> 8 LHE for load

#### **D.** Lecture Provisions:

- 1. The Dean will determine and approve course cancellations.
- 2. The minimum course enrollment will be eighteen (18) for classes capped at 25 or below, or twenty-two (22) for a class capped above 25.
- 3. The Dean may authorize a course with less than the minimum enrollment for conditions such as academic and/or pedagogic rationale, safety, limited number of workstations, mandated program limits, academic sequential programs, and intercollegiate athletics.
- 4. **Large Lecture Assignments**: Large lecture courses will have an enrollment of more than 45 students. The following conditions apply:
  - a. Large lecture courses must be pre-approved and scheduled by the Dean.
  - b. Large lecture compensation will be calculated by the Dean on Census Day using the formula in 'e' below.
  - c. The course must be listed in the general catalog of the college and offer units.
  - d. Consent of the faculty member(s) is required.
  - e. An enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty member's workload (Refer to Section V, B, of this Article).
  - f. Large lecture compensation will not apply to the ten (10) LHE overload limit.
- 5. Small Lecture Assignment (Contracted Classes): Small lecture courses are established when there are extenuating circumstances and will enroll four (4) but less than the course's minimum number of students as described in section D(2) above. The most common cause for engaging a small lecture class would occur when a class is scheduled to be canceled, and the class is needed to meet specific needs of the students affected. The following conditions apply:
  - a. Enrollments will be monitored by the Dean.
  - b. Mutual consent of the faculty member and the Dean is required.
  - c. The course must be listed in the general catalog of the college and offer units.
  - d. The course must be well planned and structured, and follow the approved course outline on file with the state.

- e. An individual course contract will be established between the Dean and the faculty member. The contract will include the total number of hours, meeting dates and times.
- f. Small lecture compensation will be pro-rated per enrollment and paid according to rate specified in Appendix B.
- 6. **Team teaching course**: The total LHE assigned to the team that teaches the course normally shall not exceed the total LHE assigned to the course. A team-taught course will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members. In the event that a team-taught course is identified as a large lecture course (refer to III, D, 4, and V, B, of this Article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the course.
- 7. **Directed (independent) Study**: Directed (independent) study classes may be offered when authorized by state law and Board policy, and subject to the approval of the applicable dean. All academic employees are eligible to instruct a directed study course(s). The following conditions apply:
  - a. The Dean will identify and/or approve all directed study sections.
    - i. A syllabus and student contract for each study section must be on file with the Dean.
    - ii. A project, test, paper and/or presentation must be successfully completed by each student.
  - b. Consent of the faculty member is required.
  - c. Directed study sections may involve from one (1) to no more than three (3) students.
  - d. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
  - e. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
  - f. Directed study sections will not count toward the faculty member's contractual workload.
  - g. The faculty member shall be compensated LHE according to the Fulltime Overload/Part-time Non-classroom Academic Salary Schedule (see Appendix A) for eight (8) contact hours (see 'd.' above).
- 8. **Productivity Incentive and Class Averaging**: If a faculty member has an average of forty-five (45) students per class, or a total of two-hundred twenty-five (225) students for the semester, he/she shall be allowed to teach the total of 225 students in no fewer than four separate classes.

If a faculty member has an average of thirty (30) students per class or greater (150 students per semester), he/she shall be allowed to teach one (1) class which does not meet the minimum enrollment as defined in Section D(2) above, provided he/she still has 150 students.

A faculty member may not claim large lecture compensation (see section III.D.4 above) for any class which is used for the determination of Productivity Incentive or Class Averaging as described above.

- IV. Non-Classroom Assignments: Full-time faculty members who provide tutorial, library, counseling and learning disability services will be assigned 30 LHE per academic year. Workload hours will focus on direct student contact, outreach, and program specific assignments. The Dean has the right to assign to and/or approve of each full-time faculty member's workload. The Dean and faculty member will mutually agree to office hours, and committee/college service hours.
  - **A.** Tutorial coordinators, librarians, learning disability specialists, and counseling hours will be calculated on a clock hour (60 minutes) basis (or portions thereof).

	Clock Hours	LHE for Load
Tutorial (as described in Article XV, Sectio		
subsection C above)	2	1
Library	2	1
Counseling	2	1
Learning Disability	2	1

**B.** Lecture instruction (refer to Section III, of this Article):

Counselors and Librarians may include a maximum of 6 LHE of classroom assignment per semester within their workload assignment.

Learning Disability Specialists' assignments may vary.

- **C.** Learning Center Instruction: All Learning Center assignments will be exclusively tutorial.
- V. Other General Workload Provisions
  - **A.** Extra Duty Days: Selected full-time faculty members are identified to work additional duty days in addition to those which constitute their regular contractual assignment.
    - 1. During the Extra Duty Days, the faculty member assigned to extra duty days shall perform regular and normal instructional activities. Specific activities for this additional time will be mutually agreed upon in advance by each faculty member and his/her Dean. If a full-time faculty member is not available to accept an extra-duty day assignment, a part-time faculty member may be employed in that capacity. The part-time faculty member will receive a stipend equivalent to the pro-rated compensation for those duty days as determined by the part-time faculty member's appropriate placement on the Academic Salary Schedule.

- 2. All activities that constitute Extra Duty Days may not coincide with the faculty member's contractual workload assignments, scheduled overload, summer assignments, stipend assignments or reassigned time.
- 3. All faculty members obligated to work Extra Duty Days will have their salaries adjusted to reflect the additional time. Such adjustments will be made on a per diem basis, and the total amount of base salary plus adjustments constitutes the contracted salary for that individual.
- 4. Full-time faculty members assigned to extra duty assignments will receive the following extra duty days:

Assignment(s)	Extra Days
Articulation Officer	17 days (to be assigned as necessary)
Baseball Coach	20 days
Basketball Coach	20 days
Badminton Coach	16 days
Choral (vocal) Music	9 days
Counselor	17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the faculty member and the Dean)
Cross Country Coach	16 days
Dance	9 days
Fast Pitch Softball Coach	20 days
Football Coach	20 days
Golf Coach	16 days
Instrumental Music	16 days
Learning Disability Specialist	17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the Specialist and the Dean)
Nursing	4 days (when necessary to work outside the 178 day calendar)
Pep Squad Advisor	9 days
Sand Volleyball Coach	16 days

Soccer Coach	20 days
Swimming Coach	20 days
Tennis Coach	16 days
Track Coach	20 days
Volleyball Coach	16 days
Water Polo Coach	16 days

In the event of postseason play, each full-time coach of that sport will receive one additional extra duty day compensation for each week of post season play. This compensation will be provided to the faculty member starting within sixty (60 days) after the post season play is completed and prorated over the annual contract.

- **B.** Overload: The Dean will give first consideration to full-time faculty members for overload assignment(s). Overload assignments may not exceed ten (10) LHE per semester.
  - 1. Only full-time faculty members can work overload.
  - 2. Instructional assignments outside the traditional Fall and Spring semester do not constitute an overload assignment.
  - 3. Overload assignments will be calculated and compensated by the following ratios:

	Contact Hours	Hours of Pay
Lecture	1	1
Laboratory	1	1
Practicum	1	1

	Clock Hours	Hours of Pay
Tutorial (as described in Article XV, Section		1
subsection C above)	2	1
Library	1	1
Counseling	1	1
Learning Disability	1	1

- **C. Instructional Assignments Outside of the Traditional Fall and Spring Semesters**: Faculty members may accept assignments during instructional terms offered outside of the traditional spring and fall semesters, for instance, during the summer or during a winter intersession between traditional fall and spring semesters. For the purposes of this article, an instructional term is defined as a specific period during which a specific class meets, follows an approved Course Outline of Record (COR), and a final grade is assigned. Multiple instructional terms of differing lengths may be offered during a specific period outside of the traditional spring and fall semesters; for instance, there may be more than one instructional term offered during the summer. The following conditions apply:
  - 1. The Dean will give first consideration to full-time faculty members who meet minimum qualifications within their respective organizational unit.
  - 2. Assignments for instructional sessions outside of the traditional fall and spring semesters are not considered overload assignments.
  - 3. Faculty members may teach up to eighty percent (80%) of a full-time instructional load per instructional term. However, if multiple terms overlap, the total instructional load an instructor holds during the combined overlapping terms may not equal more than eighty percent (80%) of a full-time instructional load. Requests to teach more than eighty percent (80%) of a full-time instructional load may be approved by the faculty member's dean on a case-by-case basis. Credit for large lecture as described in Section III.D,4 of this article will not count within the eighty percent (80%) limitation.
  - 4. Compensation will be calculated and compensated with LHE in accordance with the Full-time OverloadOverlaod/Part-time Non-classroom Academic Salary Schedule (see Appendix A) according to the following ratio:

	Contact Hours	Hours of Pay
Lecture	1	1
Laboratory	1	1
Practicum	1	1

	Clock Hours	Hours of Pay
Tutorial (as descr in Article XV, Se		
subsection C abo	ve) 2	1
Library	1	1
Counseling	1	1
Learning Disabili	ity 1	1

**D.** Unpaid Work Exchange: Each Dean will maintain a pre-approved agreed upon substitute list. Faculty members may request an exchange in writing. The request form (Appendix C) must have the signatures of both parties.

It is agreed that the exchange is on an hour-for-hour basis and will be completed before the end of the following semester. A faculty member may participate in no more than four (4) unpaid exchanges during any academic year. Unpaid faculty exchanges will not affect regular compensation or leaves as described in Article XXIX, Leaves.

## VI. Compensated Duties Beyond Instructional Assignments

- **A.** Faculty members may accept additional duties and responsibilities in a specific activity including but not limited to chairing, directing, or coordinating.
- **B.** Forms of Compensation for Duties beyond Instructional Assignments
  - 1. Stipend: When a faculty member accepts a stipend assignment the following conditions apply:
    - a. The Dean will assign and approve all stipends in his/her area.
    - b. All stipends will be in addition to the faculty member's workload assignment.
    - c. Faculty members must sign a stipend contract which will require the faculty member to verify completion and/or satisfaction of the assignment under penalty of perjury.
  - 2. Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties.
    - a. Reassigned time may be recommended by the College President and approved by the Chancellor.
    - b. Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the appropriate administrator.
    - c. Faculty members receiving reassigned time will be eligible for additional workload assignments.
    - d. The Dean and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project.

For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.

- e. The reassigned time allocated to the bargaining unit as described in Article VI, Section G, may not converted to a stipend.
- C. Department Chair Compensation
  - 1. Chair duties will be compensated by stipend or reassignment or a combination thereof. If a chair accepts reassignment, he or she may not be assigned classes as overload while he or she serves as chair with reassignment. Chairs with reassignment may still accept large lecture compensation. Chairs with reassignment may, in exceptional circumstances, have a portion of a class compensated as overload as necessary to make load.
  - 2. Compensation for department chairs will be based on the highest rate from the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A).

## 3. Regular Term Department Chair Compensation

During the regular term, department chair compensation will be calculated according to the table below. The total amount of compensation will be derived by combining the amount of LHE earned in each of the four listed categories, as determined by the department's placement in each category on the table. Additional duties beyond those described by these categories will be compensated as described in Section 5 below.

	ptWFCH	Sections	Courses	FTES	LHE
Tier 6	400+	200+	80+	800+	2.5
Tier 5	300-399	150-199	60-79	600-799	2
Tier 4	200-299	100-149	40-59	400-599	1.5
Tier 3	100-199	50-99	20-39	200-399	1
Tier 2	50-99	25-49	10-19	100-199	0.5
Tier 1	1-49	1-24	1-9	1-99	0.25

In which:

"ptWFCH" represents the department's part-time weekly faculty contact hours, both classroom and non-classroom, describing duties related to hiring, mentoring and evaluation of part-time faculty, as taken from the end of term (EOT) from the preceding fall semester;

"S" represents the number of scheduled sections offered by the department, describing duties such as scheduling and staffing the department's course schedule, as taken from the end of term (EOT) from the preceding fall semester (Note: Only the A ticket is counted and cancelled sections are included in the count); "C" represents the number of approved courses for the department, as listed in the most recent CCC Curriculum Inventory, describing duties related to conducting or coordinating a number of operations related to a department's courses, including program and curriculum development and review, SLO development and evaluation, and administrative duties such as participation in meetings;

"FTES" represents the number of full-time equivalent students served by the department, describing the duties related to handling student concerns, including grade grievances against part-time faculty members, as taken from the end of term (EOT) from the preceding fall semester;

"LHE" represents the amount of compensation as determined by the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A).

Example: For a department which had 321 part-time WFCH, 27 sections, 250 FTES during the previous fall term, 35 active courses, the following calculation would apply:

	PT-WFCH	Sections	Courses	FTES
Values	321	27	35	250
Placement	Tier 5	Tier 2	Tier 3	Tier 3
Compensation	2	0.5	1	1
Total Compensation:			4.5	

LHE

## 4. Summer Department Chair Compensation

Department Chairs assigned to perform chair duties throughout the summer will be paid according to the following table, using ptWFCH and Sections as defined in Section 1 above. The total amount of compensation will be derived by combining the amount of LHE earned in both categories, as determined by the department's placement in each category on the table. If a Chair is assigned by the Dean to perform chair duties for less than the entire summer, the Chair will be paid in accordance with Section 5 below.

	ptWFCH	Sections	LHE
Tier 6	400	200	2
Tier 5	300	150	1.6
Tier 4	200	100	1.2
Tier 3	100	50	0.8
Tier 2	50	25	0.4
Tier 1	1	1	0.2

## 5. Supplemental Duty Compensation

During the regular term or summer, department chairs or other faculty members may be assigned additional extra-instructional duties beyond those described in Section 1 above, and specific to certain departments and programs, including but not limited to career-technical education programs (CTE).

To qualify for supplemental duty compensation, a faculty member must perform one or more of the duties in the following list:

CTE: Coordinate advisory committees

CTE: Coordinate paid and volunteer support staff

CTE: Coordinate off-campus instructional site locations

CTE: Coordinate programs, certificates and degrees completed at offcampus locations

CTE: Coordinate college/community service for a department, college or the District (including wardrobe, food service and filming)

CTE: coordinate program specific accreditation for programs (Nursing or EMT programs)

Additional duties not covered by ptWSCH, Sections, Courses or FTES as appearing in Section 1 above.<sup>1</sup>

Other specific projects as assigned by the department, college or District.

Additional compensation for these duties will be calculated at a rate equivalent to one (1) LHE per thirty-three (33) additional hours assigned.

- **D.** Certain specific faculty positions are designated as "Coordinator" positions (for example, EOPS coordinator). Those specific positions may receive up to 100% reassignment as required by the coordinated program, as determined by the appropriate Vice President.
- **VII. Part-time Workload**: The Dean has the right to assign and approve each part-time faculty member's workload and particular assignment(s). Part-time faculty members may be assigned lecture and non-lecture workload assignments. The following conditions apply:
  - **A.** Part-time faculty members may accept employment and workload assignments. However, there are no guarantees for part-time assignments. The following consideration, order of employment (offer), and conditions apply in order of priority:
    - 1. Full-time faculty members will receive their assigned workloads and appropriate overload(s) for the fall and spring semesters, and full-time faculty will be given first consideration for summer assignments.

<sup>&</sup>lt;sup>1</sup> The parties intend to draft specific language that references the types of duties indicated in this provision. This language will be incorporated into the collective bargaining agreement by MOU.

- 2. Then consideration shall be given to returning part-time faculty who have received a rating of satisfactory or better during the prior three consecutive evaluation periods.
- 3. All other part-time faculty will be considered for assignment.
- **B.** The Dean may cancel the assignment of any part-time faculty member to provide a full workload (15 LHE) assignment to a full-time faculty member.
- **C.** The Dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.
- **D.** A maximum assignment will be no more than sixty-seven (67%) of a full-time workload, or ten (10) equivalent LHE, per semester (Calif. Ed. Code, Section, 87482.5).
- **E.** Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee (Calif. Ed. Code Section 87482.5).
- **F.** A retiree from the District who seeks part-time assignments will be required to have a medical certificate on file with Human Resources (see Calif. Ed. Code Section 87408.5).

	Contact Hours	Hours of Pay
Lecture	1	1
Laboratory	1	1
Practicum	1	1

G. Part-time assignments will be calculated and compensated by the following ratio:

(	Clock Hours	Hours of Pay
Tutorial(as described in Article XV, Section	II,	1
subsection C above)	2	1
Library	1	1
Counseling	1	1
Learning Disability	1	1

## VIII. Course Content and Copyright Materials

- 1. Course outline and course content
  - a. Course Outline of Record (Curriculum) as described in 5 CCR §55002, is the property of the District.

- b. Any instructional material developed by a faculty member to instruct, support, and/or deliver courses, including DE courses, shall remain the exclusive property of that faculty member, unless the faculty member and the District have reached a prior alternative agreement regarding ownership of specific instructional material.
- c. The college will have the right of "non-exclusive license" to course content for a period of one year after course completion only for the purpose of allowing students to complete a course for which the content was created and when the faculty member is no longer available to complete the course.
- 2. Copyright Ownership
  - a. Any material created outside of the faculty member's employment with the District is the exclusive property of the faculty member.
  - b. Unless the faculty member and the District reach a specific alternative agreement prior to the creation of the material, any material created by a faculty member using District resources or support remains the exclusive property of that faculty member.

## IX. Cooperative Work Experience

CWE is a program for awarding college credit for paid and unpaid work experience to enrolled students. A CWE course is part of the existing state-approved curriculum and will enroll at least one (1) but no more than thirty (30) students.

A. The following conditions apply to all faculty members:

- 1. Mutual consent of the faculty member and the Dean is required.
- 2. Enrollments and the combination of sections will be monitored and determined by the Dean on Census Day for assignment of workload.
- 3. Faculty members assigned CWE courses are responsible for in-person consultation (at the job site) with the employer or designated representative(s) to discuss students' educational growth on the job at least once per semester unless:
  - a. they have been at the worksite previously;
  - b. the student is repeating the course at the employer's worksite;
  - c. the work site has been the site of numerous previous assignments by other students at the College;
  - d. the worksite location is greater than fifteen (15) miles from the College;
  - e. the faculty member and student are on different work schedules;
  - f. the faculty member and student are working in a virtual offices; or
  - g. in case of emergency or security of the instructor/student.

Under one of these circumstances, the faculty member may use alternative means to consult, such as the telephone, teleconference, partner with instructors from other colleges or e-mail/internet.

- 4. The faculty member must submit all appropriate documentation according to CCR, Title 5, Section 55256.
- 5. Compensation for CWE instruction is .10 LHE as listed in the Full-time Overload/Part-time Non-classroom Academic Salary schedule (Appendix A) per student per term. Compensation will be made upon submission of all appropriate documentation, assignment obligations, grades and required documentation to the Dean.
- B. The following conditions apply to full-time faculty members only:
  - 1. CWE may only be taught as an overload assignment; it may not be considered as part of a full-time faculty member's regular workload.
  - 2. Summer assignments will be limited to one (1) CWE class, consisting of one or more sections. Compensation for CWE instruction is .10 LHE as listed in the Full-time Overload/Part-time Non-classroom Academic Salary schedule (Appendix A) per student per term.

# ARTICLE XVI PART-TIME FACULTY

I. General Provisions

Each part-time faculty member shall be covered by all of the provisions of this agreement which relate to part-time, temporary, and partial contracts.

- **II.** Right of Assignment: The Dean has the right to assign and approve each part-time faculty member's workload and particular assignment(s) each semester (see Article XV, Section VII).
- **III.** Workload (see Article XV)
- IV. Evaluations (see Article XVII)
- V. Part-time Faculty Consideration in Filling Full-Time Faculty Vacancies
  - **A.** Information regarding academic full-time vacancies at all colleges in the District shall be made available to all part-time faculty on the District Web page and for those who request it from Human Resources.
  - **B.** Part-time faculty members who apply for a vacant position will be granted an interview. The following conditions apply:
    - 1. The part-time faculty member must possess the required minimum qualifications for the position.
    - 2. The part-time faculty member must have completed ten (10) or more semesters of service to the district.
    - 3. The part-time faculty member must have received an overall rating of "Satisfactory" or better in their most recent evaluation.<sup>2</sup>
    - 4. Points earned in the paper review process will move forward to the next step. In the event when a candidate's paper review score is less than the cut score for interviews, the candidate will be informed and can elect to continue with the interview process or have his/her name removed from the interview list.
    - 5. There will be no other special advantage in the process.
- VI. Benefits (see Article XXVII)
- **VII.** Wages (see Article XXX)

<sup>&</sup>lt;sup>2</sup> May be amended by MOU as necessary.

# ARTICLE XVII EVALUATIONS

### **Probationary, Tenured and Part-Time**

#### Purpose

The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services.

I. Probationary Faculty Evaluations

The four-year probationary period is intended to provide sufficient time for the new faculty member to understand the expectations of a tenured faculty member, to develop the skills and acquire the experience to participate successfully in the educational process, and to use appropriate resources for professional growth and development. Faculty recommended for tenure, therefore, must reflect this standard of excellence in their performance of faculty duties and interaction with students and colleagues.

#### A. Probationary Period

The probationary period is a four-year process (as described in California Education Code sections 87600 - 87612):

1. Step One – Initial Hiring: First Contract (one year)

A probationary faculty member (or contract employee) is hired initially on a one-year contract (§87605). In order to receive a year's credit toward attainment of tenure the faculty member must work at least 75% of the number of days in the regular academic year (§87468). This means that the faculty member must work both the fall and spring semesters (§87601). If a faculty member is hired in the spring semester, the first year will not be complete until the faculty member teaches a complete academic year, usually during the academic year following the semester of hire.

2. Step Two – Second Contract (one year)

If the Board approves the probationary faculty member to return for the following year on or before March 15 of his or her first year, he or she is issued a second one-year contract (§87608).

3. Step Three – Third Contract (two years)

If the Board approves the probationary faculty member to return for the following year on or before March 15 of the second year, he or she is issued a two-year contract (§87608.5).

4. Step Four – Granting Tenure

If the probationary faculty member is not notified on or before March 15<sup>th</sup> of the fourth year that the Board has decided not to employ (i.e., to dismiss) the faculty member as a permanent, tenured employee for all subsequent years, the faculty member will return in the fall of the subsequent academic year as a permanent, tenured employee (§87609 and 87610).

**B.** Tenure Review Committee (TRC)

A Tenure Review Committee (TRC) will follow the candidate(s) through the four probationary years. Members of this committee have an obligation to commit to the time frame, uphold the confidentiality of the tenure review process, uphold the principles of equal employment opportunities, promote and respect diversity, review appropriate documents, and conduct fair and unbiased evaluation for the purpose of reaching a tenure decision.

In instances where a department/division/school has multiple probationary faculty in the tenure review process at the same time, so that it would be difficult to compose multiple tenure review committees, the Dean and affected Department Chair(s) may elect to combine committees. In such instances, the combined TRC will contain at least one member who can reasonably be expected to have sufficient disciplinary expertise to evaluate each probationary faculty member assigned to that committee for evaluation.

Appointment to a TRC will count toward fulfillment of a faculty member's college service obligation, and may be eligible for staff development credit as appropriate.

The TRC will be appointed by the Dean and will be comprised of three persons:

- 1. The dean is responsible for overseeing the evaluation process, collecting all evaluation materials, and submitting the annual Faculty Performance Evaluation report as prepared by the TRC, including a recommendation regarding the continued employment of the probationary faculty member.
- 2. The Dean and no fewer than two (2) tenured faculty members from the Department and/or Division/School, or related department and/or Division/School. The appointment of faculty will follow consultation and consensus between the Dean and the department chair(s).
- 3. In addition, the probationary faculty member, in consultation with the department chair, will appoint a member of the school/division as a faculty mentor. The mentor will be a non-voting member of the TRC, and will serve as an advisor and advocate for the probationary faculty member.
- C. Probationary Faculty Evaluation Components
  - 1. Self-evaluation
    - a. It is essential that each probationary faculty member take full responsibility for the appropriate portions of his/her tenure review process.
    - b. The probationary faculty member will submit to the TRC a portfolio including a report of college, District or committee service; accomplishments (such as publications, exhibitions or performances) awards and achievements; appropriate class materials such as sample

syllabi and assignments; goals and objectives for the next evaluation cycle; mentoring opportunities; and other pertinent documents.

- 2. Instructional activity observations
  - a. The TRC will conduct scheduled classroom/worksite/electronic visitation(s) as needed and submit written comments to the Dean.
    - i. The faculty member and the TRC will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions displaying with his/her abilities.
    - Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the probationary faculty member will present the course to the member(s) of the TRC during an observation lasting at least fifty (50) minutes.
- 3. Student Evaluation
  - a. Student evaluations will be arranged through the appropriate Dean's office, and be conducted in each class during the fall and spring semesters, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the probationary period. The objective will be to determine the student response to areas such as the fulfillment of the stated and distributed course objectives, effective communication, and respect for students' rights and needs.
  - b. These student evaluations will be made available for the probationary faculty member and the non-voting mentor TRC member to review, and will be shared with the TRC.
  - c. The student evaluations are the property of the probationary faculty member, and will be returned to the probationary faculty member at the end of the semester.
- 4. Report preparation
  - a. The TRC will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
    - i. the materials from the probationary faculty portfolio;
    - ii. results of observations;
    - iii. items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy and college processes and deadlines;

- iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy and the appropriate job posting;
- v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
- b. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- c. Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The TRC may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
- 5. Follow up procedures
  - a. If the faculty members' performance receives an overall rating requiring improvement, the TRC will develop a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction.
  - b. The TRC will meet with the probationary faculty member to discuss the summary report.
  - c. On behalf of the TRC, the dean will forward recommendation(s), with appropriate supporting documentation, to the Vice President and President.
  - d. An additional evaluation may be scheduled during the spring semester if desired by the TRC.
- 6. Administration Review
  - a. The Vice President will:
    - i. review recommendation(s),
    - ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the President.
  - b. The President will:
    - i. review recommendation(s),

- ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the Chancellor.
- c. The Chancellor will:
  - i. review recommendation(s),
  - ii. forward recommendation(s), including his/her recommendations, to the Board of Trustees.
- **D.** Evaluation Timelines

The Vice President or Dean will initiate the course of action to establish the tenure review process for each new hire.

- 1. First Academic Year
  - a. The TRC meets with the new faculty member (and throughout the four year process as appropriate).
  - b. TRC membership is reported by the Dean to the appropriate vice president for each new faculty member by September 15<sup>th</sup>.
  - c. The TRC meets with the faculty to discuss the process, format, objectives, timelines and expectations.
  - d. The probationary faculty portfolio shall be submitted to the TRC by November 1<sup>st</sup>.
  - e. Observations are completed and returned to the Dean by November  $15^{\text{th}}$ .
  - f. Post-visit discussions to be held with the faculty member.
  - g. Student evaluations are to be conducted.
  - h. The TRC reaches its recommendation and completes a written report by December 15<sup>th</sup>.
  - i. The recommendation of renewal or non-renewal is submitted by the Dean to the Vice President and the President no later than December  $20^{\text{th}}$ .
  - j. Letter of non-renewal or one (1) year renewal will be sent no later than March 15<sup>th</sup>.
  - k. A new faculty member whose initial hire date begins with the spring semester will be evaluated during the spring semester.
- 2. Second Academic Year
  - a. Follow c, d, e, f, g and h of the first year.
  - b. Second semester: a letter of non-renewal or two (2) years renewal will be sent no later than March 15<sup>th</sup>.
- 3. Third Academic Year

- a. Follow c, d, e, f, g and h of the first year.
- 4. Fourth Academic Year
  - a. Follow c, d, e, f, g and h of the first year.
  - b. Documentation of all employment conditions such as, completion of degree along with all the appropriate materials to the Director of Human Resources no later than February 1<sup>st</sup>.
  - c. Second semester: a letter of tenure or non-renewal sent no later than March 15<sup>th</sup>.
- **II.** Tenured Faculty Evaluation

The tenured faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, to provide a basis for professional growth and development, and to comply with California State Community College laws and regulations.

- A. Tenured Faculty Evaluation Process
  - 1. Self-evaluation
    - a. The faculty member will submit to the Dean a portfolio including a report of college, District or committee service; accomplishments (such as publications, shows or performances) awards and achievements; appropriate class materials such as sample syllabi and assignments; and other pertinent documents.
  - 2. Instructional activity observation
    - a. The appropriate Dean, or designee will make scheduled classroom/worksite/electronic visits as described below:
      - i. The faculty member and Dean or designee will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions displaying his/her abilities.
      - ii. Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the faculty member will present the course to the evaluator during an observation lasting at least fifty (50) minutes.
  - 3. Student Evaluation
    - a. Student evaluations will be arranged through the appropriate Dean's office, and be conducted in each class during the fall and spring semesters, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the academic year in which the evaluation is conducted.
    - b. These student evaluations will be made available for the faculty member to review.

- c. The student evaluations are the property of the faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.
- 4. Report preparation
  - a. The Dean will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
    - i. the materials from the faculty portfolio;
    - ii. results of observations;
    - iii. items relevant to the instructional duties assigned to the faculty member, including adherence to Board Policy and college processes and deadlines;
    - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
    - v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
  - b. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
  - c. Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The dean may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
- 5. A faculty member may also elect to have a second evaluation by a tenured faculty member of his/her choice. This second evaluation is intended for improvement of faculty members and it may become a part of the personnel file only at the request of the faculty member being evaluated.
- **B.** Follow-up Procedures
  - 1. If a tenured faculty member receives an overall rating requiring improvement, the Dean will develop a Performance Improvement Plan including follow-up activities with dates of completion, and measurable outcomes to address those performance issues which need improvement.

- 2. The faculty member receiving an overall rating requiring improvement will be evaluated again within twelve (12) months.
- 3. In the subsequent evaluation, if the faculty member does not receive an overall rating of "Satisfactory" or better, the faculty member will not be eligible for any overload assignments until such time as future evaluation results in an overall "Satisfactory" or better.
- **C.** Evaluation Timelines
  - 1. The Vice President or Dean will initiate the tenured faculty evaluation process every three (3) years.
  - 2. The evaluation process must be completed within one year of its initiation, or the process must begin anew.
- **III.** Part-Time Faculty Evaluations

The part-time faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, and to provide the part-time faculty member a basis for professional growth and development.

- A. Part-time Faculty Evaluation Process
  - 1. Self-evaluation
    - a. The faculty member will submit to the Dean a portfolio including a report of college, District or committee service; accomplishments (such as publications, shows or performances) awards and achievements; appropriate class materials such as sample syllabi and assignments; and other pertinent documents.
  - 2. Instructional activity observation
    - a. The appropriate Dean or designee will make scheduled classroom/worksite/electronic visits as described below:
      - i. The part-time faculty member and Dean or designee will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions displaying his/her abilities.
      - ii. Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the faculty member will present the course to the evaluator during an observation lasting at least fifty (50) minutes.

- 3. Student Evaluation
  - a. Each part-time faculty member shall have student evaluations conducted by the appropriate Dean's office in at least one course during the first semester of his/her first assignment at that college. Subsequent student evaluations shall take place every semester in which a formal evaluation is performed.
  - b. These student evaluations will be made available for the part-time faculty member to review.
  - c. The student evaluations are the property of the part-time faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, and will not be used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.
- 4. Report preparation
  - a. The Dean will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
    - i. the materials from the faculty portfolio;
    - ii. results of observations;
    - iii. items relevant to the instructional duties assigned to the part-time faculty member, including adherence to Board Policy and college processes and deadlines;
    - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
    - v. information regarding participation in assessment of student learning outcomes. Any information included in the part-time faculty member's evaluation regarding participation in student learning outcome processes must be verified and documented.
  - b. Part-time faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
  - c. Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.

- d. The evaluation of the part-time faculty member may be completed by a full-time faculty member as the designee of the Vice President or the dean, under the following circumstances:
  - i. The full-time faculty member is tenured,
  - ii. The full-time faculty member is in good standing with an evaluation of "Satisfactory" or better on his or her most recent evaluation,
  - iii. The full-time faculty member is approved by the appropriate dean,
  - iv. Department chairs will have the first right of refusal for all evaluations of part-time faculty members in their areas,
  - v. In the event that an evaluation results in the determination that the evaluated part-time faculty member requires improvement, the evaluation process will revert to the dean, who will complete the evaluation.
- **B.** Evaluation Timelines
  - 1. Each part-time faculty member shall be evaluated during the first semester of his/her first assignment at that college.
  - 2. Subsequent reviews will be every sixth semester during which an instructional assignment is held, and no fewer than one in every four years.

# ARTICLE XVIII PERSONNEL FILES

#### I. General Provisions

- **A.** The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file. Any punitive action against a faculty member shall be taken in conformance with legal requirements.
- **B.** There shall be only one official personnel file for each faculty member. This file shall be locked in a central location.

#### **II.** Access to Files and Release of Personnel Information

- **A.** The faculty member shall have access to his/her file at reasonable intervals and at reasonable times, with reasonable advance notice subject to the following restrictions:
  - 1. The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.
  - 2. The employee shall not have the right to inspect materials the access to which is specifically excluded by federal or state regulation or statute.
- **B.** Representatives of the Association shall have access at reasonable intervals and at reasonable times, with reasonable advance notice, to said file with the faculty member's written authorization.
- **C.** Management's access to a faculty member's personnel file shall be restricted to authorized administrators, authorized personnel office staff, and the faculty member's immediate supervisor. The information and contents of a faculty member's personnel file may not be released to anyone else without the faculty member's express prior written consent, or in order to comply with a legal requirement such as a court order.

#### III. Placement of Material in Personnel Files

- **A.** Any material placed in a faculty member's file must be signed and dated. A copy shall be given to the faculty member prior to the time of insertion in the personnel file.
- **B.** Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter into his or her personnel file, and have attached to any derogatory statement, his or her own comments. A faculty member who alleges that information in his/her personnel file is false or erroneous, shall have the right to file a grievance for the purpose of having such information rectified or expunged. Nothing herein shall limit the right of a faculty member to grieve disciplinary actions, including but not limited to documents which are punitive or disciplinary in nature.
- **C.** A faculty member shall have the right to place in the file such material, within reason, as he/she determines may have a bearing on his/her position as a faculty member.

# ARTICLE XIX TRANSFERS

I. General Provisions

A lateral transfer refers to any administrative or Board action which results in the movement of a faculty member from one immediate supervisor or site to another. A transfer may be initiated by the faculty member ("voluntary") or by the District ("involuntary").

- **II.** Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to a new or vacated position to take effect at the beginning of the next academic semester.
  - A. The request for voluntary lateral transfer may be initiated at any time.
  - **B.** All requests for voluntary transfers shall be considered on the basis of (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority.
  - **C.** No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.
  - **D.** If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.
- **III.** Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational needs of the District.
  - **A.** A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority have been appropriately considered.
  - **B.** Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required minimum qualifications, (2) reasonableness, and (3) seniority.
  - **C.** A faculty member to be involuntarily laterally transferred shall be given the reasons for the transfer.
  - **D.** An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and column.

# ARTICLE XX TRAVEL

- **I.** Faculty members shall be reimbursed for all actual and necessary expenses incurred while on District approved travel as defined in Board Policy.
- **II.** Current IRS rates will be used for private automobile mileage reimbursement.
- **III.** Faculty members shall be covered under Worker's Compensation Insurance as provided by law.
- **IV.** If the District requires a faculty member to drive a District vehicle and special California driver's license is required to drive that vehicle, the District shall pay the costs involved in obtaining the license, including the cost of the license.

# ARTICLE XXI SAFETY

- I. Faculty member safety is a primary concern of the District and the Association.
- **II.** The District agrees to comply with applicable federal, state, and local laws and regulations affecting faculty member safety in providing and maintaining safe working conditions and equipment.
- **III.** A faculty member who notices any unsafe condition(s) shall report the condition immediately to the immediate supervisor or the Campus Safety Coordinator.
- **IV.** Each faculty member shall adhere to the District's safety rules and policies for the well-being of the students and faculty member of the District, and shall attend all scheduled District safety training sessions which are related to their assignments, as required by law, regulation or for insurance/risk management compliance.

## ARTICLE XXII LAY-OFF PROCEDURES

Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the Education Code as applicable to Community College Districts are incorporated into this Agreement and shall apply.

**I.** Faculty Service Areas (F.S.A.)

All faculty in the South Orange County Community College District are in one Faculty Service Area (F.S.A.).

# ARTICLE XXIIII DISCIPLINE PROCEDURES

- **I.** The statutory guarantees contained in the California Education Code applicable to the disciplining of District full-time faculty members are incorporated into this Agreement and shall apply to tenured and non-tenured faculty.
- **II.** No full-time faculty member shall be dismissed or penalized unless the District has fulfilled its obligations to evaluate such faculty member in accordance with the procedures outlined in Article XVII, Evaluations.

# ARTICLE XXIV FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND DISCRIMINATION

The Board of Trustees and the Faculty Association agree that the District will strictly adhere to federal and state statutes and guidelines regarding sexual harassment and discrimination.

# ARTICLE XXV GRIEVANCE PROCEDURES

#### II. General Provisions

A grievance is a formal written allegation by a grievant who alleges a violation, misapplication or misinterpretation of a specific article, section, or provision of this Agreement.

- **A.** The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.
- **B.** Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, and/or actions for which another process is provided by law (e. g., discrimination) must be undertaken under separate processes.
- **C.** This grievance procedure may be used to dispute a decision regarding the granting of tenure.
- **D.** Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.
- **E.** Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the potential grievance with his/her dean or appropriate supervisor, either directly or through the Association's grievance representative or designee, with intent to resolve the grievance informally.

If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of Section IV(A) of this article.

- **F.** The grievant may be represented by an Association representative at all levels of the grievance procedure under Section IV below. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.
- **G.** If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the Chancellor or designee, and if necessary this grievance shall continue as specified in Level III (see Item IV, Section C, below).

- **H.** If the grievance arises from action or inaction by the Chancellor, the grievance shall be submitted directly to the Association and to the Chancellor or designee. In the event that the grievance is not resolved between the grievant and/or the Association and the Chancellor or designee, the grievance will be submitted to the Board of Trustees through the Board President. If necessary, this grievance shall continue as specified in Level IV (see Item IV, Section D, below).
- **I.** No reprisals of any kind will be taken by the Board, the Chancellor, any member or representative of the administration of the District, or by the Association, its officers or its members against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason for such participation.
- **III.** Scheduling of grievance meetings
  - **A.** Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular assigned duties of the participants.
  - **B.** In accordance with Article VI (Association Rights), the Association representative will, upon reasonable notice to the appropriate dean, be released from duties without loss of pay to attend meetings.
  - **C.** If the grievance meeting must be held at a time which conflicts with the grievant's assigned duties, upon reasonable notice to the appropriate dean, the grievant will be released to attend the meeting. Any District employee who is requested by any party of interest to appear in such meetings or hearings as a witness shall, upon reasonable notice to appropriate dean or supervisor, be released from assigned duties to attend the meeting.
- IV. Time Limits
  - A. All grievances should be processed in an expeditious and timely manner.
  - **B.** Should the grievant fail to comply with the established time limits at any step, he/she shall forfeit all rights to process the existing grievance.
  - **C.** Should the District or its designated representatives fail to respond to a grievance within established time limits at any step, the grievant is entitled to proceed to the next step.
  - **D.** Any time limits set forth herein shall begin the day following the receipt of a written decision.
  - **E.** Time or procedural steps may be waived at any step by mutual written agreement.
- V. Grievance Procedure
  - A. Level I Immediate Supervisor
    - 1. Within one (1) year after the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to the appropriate Association grievance chair and the immediate supervisor on the District grievance form (Appendix D). The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, including

any supporting evidence, the specific sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.

- 2. Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate supervisor shall render a decision to the grievant in writing within ten (10) days of receiving the grievance, or of the date that the grievance conference was held, whichever is later.
- **B.** Level II President or Designee
  - 1. In the event the grievant is not satisfied with the decision, if provided, at Level I, the decision may be appealed on the grievance form to the President, within ten (10) days of receiving the Level I decision, or when it should have been received.
  - 2. In order to be processed or considered, the appeal shall include copies of the original grievance and decision, if rendered, and the reason for the appeal.
  - 3. The President, or designee, shall hold a conference with the grievant upon request of either party. The President, or designee, shall communicate the decision about the grievance to the grievant in writing on the grievance form within ten (10) days of receiving the appeal and forward a copy of the response to Faculty Association.
  - 4. The President's designee shall not be any person who has previously ruled on the grievance at any of the previous levels.
- C. Level III Chancellor or Designee
  - 1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chancellor, or designee, on the grievance form within ten (10) days of receipt of the decision at Level II, or of when the decision should have been received.
  - 2. The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
  - 3. The Chancellor, or designee, shall hold a conference with the grievant upon request of either party. The Chancellor, or designee, shall communicate the decision to the grievant in writing on the grievance form within fifteen (15) days of receiving the appeal and forward a copy of the response to Faculty Association.
  - 4. The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.
- **D.** Level IV Arbitration
  - 1. Where the grievant and Faculty Association wish to proceed to arbitration, a request shall be made to the Director of Human Resources within ten (10) days of receipt of the Chancellor's, or designee's, decision or of the date the decision should have been received. Should the Faculty Association and the District be unable to mutually agree on the selection of an arbitrator:

- a. Within five (5) days the Human Resources Office shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service.
- b. Within ten (10) days after receipt of the list, a representative of the District and a representative of Faculty Association shall alternately strike names from the list until only one name remains.
- 2. Upon selection of the arbitrator, the Human Resources office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator and the parties.
- 3. Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be paid equally by the District and the Faculty Association.
- 4. If either party so requests, the arbitrator shall specifically rule upon the appropriateness of arbitration of contested issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 5. The arbitrator may render a decision only regarding the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.
- 6. After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.
- 7. Arbitrator's Recommendation
  - a. The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt to the Board meeting.
  - b. The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

## ARTICLE XXVI BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

I. Bonded Sabbatical

At the discretion of the Board of Trustees, upon the recommendation of the District Sabbatical Committee, the District may grant a sabbatical to eligible faculty members (Calif. Ed. Code, Sections 87767 and 87768).

A. Purpose

A sabbatical is to allow for the professional enhancement of the faculty member. Such professional enhancement shall be to the benefit of the faculty member, his/her college, students, and/or to the District. The value of what the faculty member may contribute following his/her return includes, but is not limited to, the areas of pedagogy, curriculum development, and the culture of the college and the community it serves.

B. Length of Sabbatical

A sabbatical leave may take one of two possible forms:

- 1. One semester at full pay and employee benefits, or
- 2. One academic year at two-thirds pay and full employee benefits.
- **C.** Eligibility
  - 1. Any tenured full-time faculty member who has served the District for at least six (6) consecutive years without a break in service (Calif. Ed. Code, Section 87768) is eligible for a sabbatical. No more than one such sabbatical may be granted in each seven year period.
  - 2. An eligibility list will be prepared by the Human Resources Office no later than July 1<sup>st</sup> of the preceding year and sent to the Sabbatical Committee chair.
- **D.** Acceptable Sabbatical Projects

A sabbatical may be granted for any of the following purposes:

- 1. Professional study related to assigned discipline(s) or for the purpose of retraining when there is a scheduled phase-out in a discipline and/or program.
- 2. Completion of courses for an advanced degree related to assigned discipline(s) or in advanced studies related to higher education.
- 3. Special project, research or assignment that relates to the goals and mission of the College and District.
- 4. Travel related to assigned discipline, course and/or program of faculty member.

- E. Sabbatical Committee
  - 1. The Sabbatical Committee will consist of one (1) faculty member from each Division/School, one (1) administrator from each college who will be appointed by the college President, and the appropriate Vice Chancellor, who will also serve as co-chair.
  - 2. Members of the Sabbatical Committee may not submit a sabbatical proposal, nor serve in the year following the completion of a sabbatical.
  - 3. Committee members will elect a chair and have one (1) vote each.
  - 4. The Committee shall have as its sole responsibility the handling of matters pertaining to bonded sabbaticals.
  - 5. The Sabbatical Committee shall meet during September each year to establish procedures and policies within the scope of this Master Agreement.
  - 6. The Committee shall also establish all timelines for the application and approval process provided that all recommendations for sabbaticals shall be forwarded to the Chancellor no later than December 20<sup>th.</sup>
- **F.** Application Process
  - 1. Faculty members shall be notified by the Sabbatical Committee of their eligibility to apply for a sabbatical and provided with instructions for completing the application form and the final report. In addition, faculty members will be informed of all necessary deadlines and procedures.
  - 2. The faculty member shall discuss the proposed sabbatical project with division/school peers, Department Chair, Division/School Dean, appropriate Vice President, and solicit input/feedback.
  - 3. The faculty member shall submit to the college President a copy of his/her sabbatical proposal (or a rough draft thereof) for input and feedback. The President may provide comments and indicate one of the following:
    - a. SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee.
    - b. NON-SUPPORT: The sabbatical proposal will be returned to the faculty member with recommendations to warrant the President's support.
      - i. In the event where the College President does not support a sabbatical proposal, the faculty member may:
        - a) reconsider the President's input and resubmit the sabbatical proposal to the President, or
        - b) rescind the sabbatical proposal, or
        - c) forward the sabbatical proposal to the Sabbatical Committee with the President's comments and nonsupport.

- 4. The faculty member shall submit his/her sabbatical proposal with all required forms and documents to the Sabbatical Committee prior to the deadline date.
- 5. Under exceptional circumstances, the Sabbatical Committee may choose to consider late applications. The Committee has the sole responsibility for determining the criteria for exceptional circumstances and whether or not it will consider a late application.
- 6. If the applicant makes changes to the proposal after it has been reviewed by the committee, the co-chairs will discuss the changes with the college president and seek his/her support for the changes.
- G. Approval Process
  - 1. Following procedures and guidelines established by the Sabbatical Committee and set forth herein, the Committee shall approve (or disapprove) each sabbatical application by a majority vote of the Committee and forward their approved list to the College President.
  - 2. The names of approved applicants for a sabbatical shall be forwarded to the Chancellor for recommendation to the Board of Trustees no later than December 20<sup>th</sup>.
  - 3. The Board of Trustees may grant a sabbatical (Calif. Ed. Code, Sections 87767 and 87768) to eligible faculty members whose applications have been approved by the Sabbatical Committee.
  - 4. Each faculty member shall be notified on or before March 1<sup>st</sup> regarding the acceptance or rejection of their application.
  - 5. In the event there are multiple sabbatical requests in the same department for the same period, the Dean may defer an approved sabbatical so as not to interfere with the regular operation of a department, subject to the following conditions:
    - a. A deferred sabbatical must be granted within one (1) year of the date on which the deferred sabbatical was due to commence.
    - b. Faculty members will retain their cycle of sabbatical eligibility based on the approval date of the application.
    - c. When a sabbatical deferral is necessary, faculty members approved for their first sabbatical will receive priority.
    - d. When a sabbatical deferral is necessary, and all affected faculty members have previously received a sabbatical, in the absence of a mutual agreement to the contrary among the affected faculty members, priority will be given to the most senior faculty member as determined by the District-assigned faculty seniority number.

- H. Number of Sabbaticals and Priority Determinations
  - The number of semesters available for faculty sabbaticals shall be calculated as 4.63% of the full-time faculty semester/year obligation as reported by the Chancellor's Office, California Community Colleges to the District in the fall of that academic year (CCR, Title 5, Sections 51025, (a), 1 and 53302). Deferred sabbaticals according to Section G.5 will not be reflected in the 4.63% allocation for the next academic year.
  - 2. The determination of the number of semesters available for sabbaticals for any given academic year shall be made by rounding up after the multiplication process takes place.

Example:

4.63% x 255 (faculty) = 11.8 x 2 = 23.6 or 24 semesters

- 3. The Sabbatical Committee will assign priority to proposed sabbatical projects as follows:
  - a. A first time applicant will be given priority over applicants who have had a previous sabbatical.
  - b. Thereafter, applicants will be determined by seniority of service and by the quality of the proposal as ranked by the Sabbatical Committee.
  - c. In the event of a tie when all previous criteria have been met, the tie shall be broken by a majority vote of the Sabbatical Committee.
- 4. A list of alternates shall be established and maintained by the Sabbatical Committee, in the event that a change of plan of a faculty member or increases in the total number of full-time faculty members employed permits additional available sabbatical semesters.
- I. Length and Conditions for a Sabbatical
  - 1. The recipient of a one semester sabbatical will be compensated at his/her regular salary and employee benefits; a two-semester sabbatical at two-thirds regular salary and full District-provided benefits. Year-long sabbaticals shall reduce the District contribution to STRS. Faculty members wishing to maintain full service credit with STRS must contact STRS.
  - 2. Salary while on sabbatical shall be paid on a monthly basis during the academic year.
  - 3. Faculty members cannot assume any other, additional full-time employment while on sabbatical, unless it is an integral part of their approved sabbatical. If this provision is violated, all compensation and the cost of employee benefits must be returned to the District.

- 4. Faculty members granted sabbatical shall not be authorized to perform additional professional services such as overload, overtime, part-time assignment, stipend, and grants for District pay. Nor will the District furnish equipment or materials, pay travel costs, or provide remuneration other than the sabbatical compensation during the period of the sabbatical. The Board may, upon application, grant exception to this provision.
- 5. A sabbatical shall be counted as experience for advancement on the salary schedule.
- 6. Academic credits earned while on sabbatical or professional development activity may be used toward salary increments the following academic year, in accordance with the existing board policies.
- J. Guarantees
  - 1. The faculty member must agree to return to the District for a period of service equal to twice the period of the sabbatical (i.e., one semester sabbatical requires one (1) year additional service; a full academic sabbatical requires two (2) years additional service) (Calif. Ed. Code, Section 87770).
  - 2. The faculty member shall be returned to the same or comparable position held at the time the sabbatical was granted. If conditions arise which would make it necessary to change the faculty member's assignment, the faculty member shall be notified, whenever possible, before the change becomes effective. Nothing in this paragraph is intended to be in conflict with Calif. Ed. Code Section 87774.
  - 3. The written agreement between the District and the faculty member includes a bond paid for by the District. The bond covers pay and the District's cost of employee benefits. If the bond is forfeited, any repercussions from the bonding company are the sole responsibility of the faculty member (Calif. Ed. Code Sections 87770 and 87771).
- **K.** Evidence of Completion
  - 1. Upon completion of the sabbatical and within sixty (60) days of the faculty member's return to duty, a narrative report shall be submitted to the Sabbatical Committee for review and acceptance (or non-acceptance). This report will include:
    - a. a record of the activity such as, transcripts of study completed a copy of the product developed, and/or an evaluation of the project pursued;
    - b. a discussion of its impact on teaching and learning;
    - c. a description of how the sabbatical information will be used in a professional development plan;
    - d. a narrative on how the information contributes to the benefit of the students and to the District.

- 2. If the approved sabbatical project contains an implementation process or the Sabbatical Committee would like a follow-up report, the faculty member will provide the information requested in the time line provided.
- 3. The faculty member must schedule a minimum of one presentation(s) at a venue such as Professional Development Week, Division/School meetings, College Sabbatical Forum, and/or at a professional organization(s) meeting.
- 4. The Board of Trustees and/or the Sabbatical Committee may invite representative faculty members to make presentations of their sabbatical project/activity at Board of Trustees meetings.
- L. Status Changes Relating to an Approved Sabbatical

Once the faculty member has been approved by the Board of Trustees for a sabbatical activity, it is the faculty member's responsibility to inform in writing the Sabbatical Committee Chair and the appropriate Vice Chancellor of any change(s) in status with the sabbatical from the time the faculty member knows or should have known of a change.

1. Project

In the original application, the faculty member requests time to complete a project with a stated outcome; however, circumstances, conditions, etc., identified in the application sometimes change. The faculty member must submit a request for change to the Sabbatical Committee, College President, and Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

2. Extenuating Circumstances

In the event that an extenuating circumstance occurs (such as, natural disaster, long term family illness) that may impact the content and/or timelines of the sabbatical project, the faculty member must report such change to the Sabbatical Committee, College President, Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

3. Serious or Long-Term Illness/Injury of the Faculty Member

It is the responsibility of the faculty member to notify the Director of Human Resources and the appropriate Vice Chancellor within thirty (30) days from the onset or change in physical condition.

## II. Professional Development

At the discretion of the Board of Trustees, the District may grant a faculty member a paid or unpaid leave of absence of up to two (2) years for professional development which may include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, a project/activity that would benefit the College and/or District, involvement in research efforts and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or government (Calif. Ed. Code Section 87768).

- **A.** Absence shall not be included as service in computing the six (6) years before or after a sabbatical.
- **B.** Absence shall not be deemed a break in service.
- C. Upon return, a faculty member will return to the same or comparable position.
- **D.** The faculty member will receive credit for annual salary increments, employee benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

# ARTICLE XXVII BENEFITS

#### I. Health Insurance

The District shall pay 100 percent of the health insurance premium for faculty members working 75 percent or more of a full-time faculty contract and their eligible dependents. The coverage provided shall meet the specifications on file at the District Business Office.

# II. Part-Time Faculty Health Insurance

The purpose of this program is to provide an opportunity for the individual part-time faculty member to receive an allowance to secure medical coverage of their own choosing. The District shall provide \$175 per month, to a maximum of \$1,750 per year. This allowance is toward a voluntary health insurance program of the faculty member's individual arrangement and choice for the part-time faculty member who meets the following criteria:

- **A.** The faculty member must be employed for a minimum of 12 LHE in the District in the 12-month period ending at the end of the prior semester (summer session counts toward meeting this requirement).
- **B.** The faculty member must have been employed in the District for five semesters during a period of three years immediately preceding the end of the prior semester (summer session does not count toward meeting this requirement).
- **C.** The faculty member must work a minimum of three LHE in the District during the semester for which the District contribution is to be made.
- **D.** Eligibility is reviewed each semester.

The District allowance will cease if the employee no longer meets the requirements of the above criteria. In addition, the foregoing District allowance will not be available to employees who are receiving retiree medical benefits from the District.

The District allowance shall be paid through payroll and will be prorated over the number of paychecks received by the eligible faculty member each semester.

III. Dental Insurance

The District shall pay one hundred percent of the premium for dental insurance for faculty members working 75% or more of a full-time contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

IV. Vision Insurance

The District shall pay one hundred percent of the premium for vision insurance for faculty members working 75% or more of a full-time contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

V. Employee Assistance / Mental Health Program

The District shall pay one hundred percent of the premium for a faculty member's assistance/mental health program for employees working 75% or more of a full-time faculty contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

# VI. Life Insurance

The District shall pay one hundred percent of the premium for life insurance for faculty members working 75% or more of a full-time faculty contract and their eligible dependents. The coverage provided shall be two times the annual salary up to \$200,000.00, plus \$50,000.00.

VII. Long Term Disability Insurance

The District shall pay one hundred percent of the premium for long-term disability (salary protection) for faculty members working 75% or more of a full-time faculty contract. The coverage provided shall meet the specifications on file at the District Business Office.

# VIII. Long Term Care Insurance

For faculty members working 75% or more of a full-time faculty contract, the District shall pay a maximum of \$8.00 per month toward the premium for long-term care insurance. Any unused portion of the \$8.00 may be used for employee-paid voluntary coverage for spouses. Coverage provided shall meet the specifications on file at the District Business Office.

IX. Legal Assistance Program

The District shall pay one hundred percent of the premium for legal assistance programs for faculty members working 75% or more of a full-time faculty contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

X. Coverage Period

Each full-time faculty member shall be covered for fringe benefits from the first of the month following his/her first contractual day of his/her first academic year with the District. In each succeeding year, coverage will be continuous unless the faculty member resigns, retires, otherwise separates from employment, or is otherwise specified in this agreement, in which case the benefits will end the last day of the month when employment ends.

# XI. Benefits During a Leave

Faculty members shall receive medical, dental, vision, and life insurance benefits while on a leave of absence in accordance with the following conditions:

- **A.** Faculty members shall continue to receive insurance benefits while on paid leaves of absence.
- **B.** A faculty member on an unpaid leave of absence due to illness shall continue to receive insurance benefits, provided by the District, during the leave of absence but not to exceed twelve (12) months following the exhaustion of all leaves; provided, however, that if the faculty member has been employed for a period of ten (10) years or more in the District, and has reached the age of fifty-five (55), the District will provide health benefits for the absent faculty member until that faculty member is able to return to duty, elects to retire as specified in Article XXXI, Section IV below, or is separated from the District.
- **C.** Faculty members on unpaid leave longer than one year are eligible to apply for employee paid insurance coverage under COBRA.

## XII. Tax Sheltered Annuities

Faculty members may participate in tax sheltered annuity plans from the District's approved list of vendors. The District will provide payroll deduction for this purpose.

**XIII.** Medical Examinations and Tests

Medical examinations and tests required by the District for employment shall be paid by the District.

XIV. Parking

Appropriate staff parking shall be provided on campus for \$20.00 per academic year for each faculty member. Effective with the beginning of the 2016/17 academic year the cost of parking will be increased to \$40.00 per academic year for full-time faculty members and \$20.00 per academic year for part-time faculty members. Effective with the beginning of the 2017/18 academic year the cost of parking will be increased to \$60.00 per academic year for full time faculty members and \$30.00 per academic year for part-time faculty members.

XV. Change in Level of Benefit

The District agrees that changes to the level of benefit coverage will be negotiated.

# ARTICLE XXVIII WORKLOAD BANKING PROGRAM

#### I. General Provisions

- **A.** Workload banking is a benefit for full-time tenured faculty. This benefit allows a fulltime faculty member to earn and bank workload time credit in lieu of compensation and take time off in a future semester.
- **B.** When a full-time faculty member accepts an assignment as overload, as part of a summer assignment, or during any other instructional session beyond the traditional semesters, that faculty member is paid according to the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A). However, when a faculty member is banking overload for use in place of a future teaching assignment, that faculty member is earning LHE to be applied to a future assignment. Therefore, all banked workload will be valued at the appropriate LHE rate (as described in Section III below).

#### II. Workload Banking

- **A.** Full-time probationary and full-time tenured faculty members are eligible to earn and bank workload time credit.
- **B.** Only tenured full-time faculty members are eligible to redeem banked workload credit.
- **C.** Faculty members may accumulate a maximum of twenty (20) LHE or their equivalent toward banked workload. Banked workload credit not applied to a specific leave will remain banked, and will be applied to a future leave.
- **D.** Banked workload leave will be scheduled only for the full length of a semester (no leaves shall be taken for part of a semester only).
- **E.** Banked workload credit may be taken in increments ranging from three equivalent LHE to one equivalent semester. When on a banked workload leave the employee's professional development obligation, office hours and committee meeting obligations will be proportional to their assignment for the academic year. Partial leaves are subject to Item G below.
- **F.** Being on a full banked workload leave eliminates the contractual obligation for office hours and committee/college service work during the term of the leave.
- G. Banked workload leaves will be limited to once every eight (8) semesters.
- **H.** Workload credit earned in restricted or categorically funded programs may be banked only if allowed by State and Federal regulations and the granting agency.
- **I.** Payment for banked workload earned in the fall and spring semesters, summer sessions, and any other instructional sessions beyond the traditional semesters will be withheld by payroll. Banked workload will be officially posted as banked at the end of the semester in which it is earned.
- **J.** Faculty members who request to schedule banked workload leave will not be eligible to apply or take any other leave to extend an absence from the workplace longer than one semester.

- **III.** Criteria to earn banked workload credit:
  - **A.** A faculty member must have probationary or tenured status.

1. Lecture Assignments (contact hour)

- **B.** The Dean will acknowledge the request to bank workload and record the request through the Vice President's office.
- **C.** Banked workload credit can be earned from assignments exceeding thirty (30) to thirty-two (32) LHE per year scheduled during Fall and Spring semesters.
- **D.** Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of banked workload credit, to be calculated as follows (see Article XV, Workload):

	U (	,	
	Contact Hours	<u>LHE f</u>	or load
Lecture	1		1
Lab	1		1
Practicum	1.2 (5/6)		1
Example: Dig	gital Photography 5/6 (	units lecture/lab	o per week)
	3 Hours Lecture	=	3 LHE
	6 Hours Practicum	=	<u>5 LHE</u>

8 LHE for load

2. Non-Lecture Assignments (clock hour)

Thirty (30) clock hours = 1 LHE

	Clock Hours	LHE for Load
Tutorial (as described in Article XV, Section subsection C above)		1
Library	2	1
Counseling	2	1
Learning Disability	2	1

- 3. Counselors and Librarians may include a maximum of 6 LHE of lecture courses per semester within their workload assignment. Therefore, to earn Workload Banked credit, Counselors and Librarians may accumulate up to forty percent (40%) of their credit from overload lecture assignments.
- **E.** Workload credit cannot be earned:
  - 1. while on a reduced workload assignment;
  - 2. while on sabbatical.
- IV. Criteria to redeem banked workload credit:

- **A.** A full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave.
- **B.** Only full-time tenured faculty members may schedule a banked workload leave.
- **C.** To schedule a banked workload leave, the faculty member must fill out the appropriate District form (see Appendix E) and schedule the banked workload leave with the Dean no later than February 1<sup>st</sup> for the Fall semester and no later than September 1<sup>st</sup> for the Spring semester.
  - 1. Every effort shall be made to accommodate a faculty member's request to redeem banked workload credit; however, it is recognized that a banked workload leave may be postponed under circumstances in which the absence of the faculty member would jeopardize the educational program. The Dean shall put in writing any postponement of the request to redeem banked workload credit.
  - 2. When two or more faculty members from the same department or area apply to schedule banked workload leave and both/all cannot be accommodated, those faculty members who have not previously taken banked workload leave shall have priority in order of seniority. The remaining faculty will be given priority for the following semester.
  - 3. A requested banked workload leave can be postponed for no more than one academic year.
  - 4. To ensure the stability of a program, department, or school, the faculty member requesting banked workload leave may be requested to work with the Division/School Chair and Dean to arrange for appropriate substitute coverage prior to scheduling a leave.
- **V.** While the full-time faculty member is on a banked workload leave, unless an exception is granted by the Board of Trustees, he/she will not be eligible to:
  - A. work overload;
  - **B.** contract for extra assignments in the District;
  - C. work on a stipend or reassigned time;
  - **D.** work on any hourly assignments.
- **VI.** Cashing out banked workload credit: Once a faculty member has made an irrevocable election for workload banking, the faculty member shall not be entitled to cash out except under one of the following circumstances:
  - A. retirement;
  - **B.** medical disability as defined in Internal Revenue Code, Section 72 (m) (7);
  - C. termination (dismissal for cause), or release from probationary status;
  - **D.** death.

When a faculty member is paid for accumulated banked workload credit (known as "cashing out"), the rate of pay shall be at the rate of pay in effect at the time the banked workload credit was earned. No partial "cashing out" will be allowed.

VII. Record Keeping

Banked workload credit shall be recorded by each college and tracked by the District. The District shall issue an annual statement to each faculty member and appropriate administrators showing the amount of posted banked workload credit, salary, and the dates posted.

# **VIII.** Reserve Funds

When the option to bank workload credit is exercised, an amount equal to the hourly compensation earned by the full-time faculty member plus ten (10) percent shall be placed in a separate reserve account that will be used only to pay for hourly replacements when the full-time employee schedules a banked workload leave or cashes out unused credit. All interest earned on this reserve shall remain in that account to offset the increases in hourly pay rates over time.

# ARTICLE XXIX LEAVES

#### I. General Provisions

The benefits provided faculty members by Sections 87700 through 87701 and 87763 through 87788 of the Education Code are incorporated into this Agreement except as supplemented in this Article.

Unless otherwise stated, a faculty member on any approved leave shall be entitled to all benefits accorded and obligated by all duties as follows:

- **A.** Paid Leave: Unless otherwise provided in this Article, a faculty member on a paid leave shall be entitled to:
  - 1. return to the same or comparable position which he/she held immediately before commencement of the leave,
  - 2. receive credit for annual salary increments provided during his/her leave,
  - 3. receive during his/her leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.
- **B.** Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this Article, a faculty member on an unpaid leave shall be entitled to:
  - 1. return to the same or comparable position which he/she held immediately before commencement of the leave,
  - 2. purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.
- **C.** Reduced Contract Request Leave: A faculty member may request a reduced teaching load for any given academic year. The request must be received 90 days prior to the semester in which the reduction is requested. Exceptions to the notice of requirement may be granted by the College President.

Requests must be submitted by the approved process to the appropriate Dean and College President. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits and retirement credit received. The faculty member's salary will be reduced in keeping the percentage reduction in teaching load request.

II. Sick Leave

Each full-time faculty member under yearly contract shall be entitled to one (1) day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12 days for 12 months). Sick leave shall be accrued for all hourly instruction and shall be computed by the following formula:

.0558 hours sick leave per hour paid

At the beginning of each academic year, every faculty member will receive a sick leave allotment credit, equal to his/her entitlement for the academic year.

Pursuant to Labor Code Section 233, a faculty member may use up to six days of accrued and available sick leave entitlement to attend to an illness of a child, parent, spouse, or domestic partner of the faculty member. Part-time faculty members may also use up to three days of sick leave per year for purposes delineated in AB 1522.

Accumulation of Leave: Unused sick leave shall accrue from academic year to academic year.

- **A.** Verification of Illness or Injury: Normally, verification will not be required for short term absences. A doctor's certification or other acceptable form of verification may be required however, for absences exceeding five (5) calendar days, situations where there is a doubt as to the employee's fitness to return to work, or where the appropriate administrator has reason to believe that there may be an abuse of sick leave.
- **B.** Notification of Absence: Faculty members shall notify the appropriate Dean of an absence as soon as practicable prior to the start of the faculty member's assignment.
- **C.** Notification of Return: For absences longer than one day, each faculty member shall make every effort to keep the appropriate supervisor advised of his/her condition, and provide an estimate of their expected return.
- **D.** Absence Report Form: The faculty member must complete an absence report form and return it to the Department Chair or appropriate administrator for approval (signatures) within two workdays after returning to work.
- **E.** Sick Leave Deduction Process:
  - a. Full-time faculty members with classroom assignments shall have sick leave deducted on the basis of half-day increments (i.e., if a faculty member is absent for one-half or less of his or her scheduled assignment for that day, one-half day of sick leave will be deducted; if a faculty member is absent for more than one-half of a scheduled assignment for that day, a full day of sick leave will be deducted).
  - b. Full-time faculty members with non-classroom assignments shall have sick leave deducted on the basis of quarter-day increments (i.e., if a faculty member is absent for one-quarter or less of his or her scheduled assignment for that day, one-quarter of a day of sick leave will be deducted; for an absence of between one-quarter and one-half of a day, one-half day will be deducted; for an absence between one-half and three-quarters, three-quarters of a day will be deducted; for an absence of more than three-quarters of a scheduled assignment for that day, a full day of sick leave will be deducted).
  - c. Part-time faculty members shall have sick leave deducted on an hourly basis.
- **G.** Sick Leave Statement: The District shall provide information upon individual request, on the amount of sick leave accrued, by transfer or otherwise, and sick leave entitlement for the academic year.

**H.** Catastrophic Illness Transfer of Leave Program: A faculty member may contribute sick leave to other staff as well as other faculty members on a one-for-one basis (one day for one day, etc.) with no reference to the possible difference in their salaries. The employee is responsible for determining any STRS, IRS or other agency effect that may occur. This program is designed to assist a faculty member who has a lengthy illness and has run out of sick leave. The program can also be used so that an employee can take care of a sick person in the immediate family. Procedures for the catastrophic illness/injury leave for individual solicitation or leave bank requests are on file in the District Human Resources Office.

# III. Maternity Leave

The District shall provide for leave of absence from duty for any faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member's physician. Pregnancy and disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the South Orange County Community College District.

# IV. Extended Illness Leave

- A. If a faculty member has used all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute faculty member temporarily assuming the duties of the absent faculty member, or, in the event that no substitute faculty member is employed to replace the faculty member, the lowest LHE rate as described in the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A) for the number of hours for which the absent faculty member would need to be replaced. In no case shall the amount deducted exceed 50% of the faculty member's regular salary. The five (5) months or less extended illness leave period during which the deductions described in Section II above, excluding sick leave transferred under the Catastrophic Illness Transfer of Leave Program (subsection E), have been exhausted. Extended illness leave is not available for absences that arise under Labor Code Section 233 (see Section II above).
- **B.** If a faculty member has used all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident, and that faculty member has been employed for a period of ten (10) years or more in the District, and has reached the age of fifty-five (55), the District will provide health benefits for the absent faculty member until that faculty member is able to return to duty, elects to retire as specified in Article XXXI, Section IV below, or is separated from the District.
- V. Industrial Accident and Illness Leave—(Calif. Ed. Code Section 87787) is supplemented as follows:

- **A.** An industrial accident or illness as used in this paragraph means any injury or illness the cause of which can be traced to the performance of services for the District, either on campus or off campus.
- **B.** A faculty member shall be entitled to such leave without limitation to the number of days of entitlement.
- **C.** The total of the faculty member's temporary disability indemnity and the portion of salary due during the leave shall equal his or her full salary.
- **D.** A faculty member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the faculty member and the attending physician agree that there has been such a recovery.
- **E.** The parties agree that nothing in this Article shall preclude the District from recommending that a faculty member be placed on disability retirement under the State Teachers Retirement System.

# VI. Personal Necessity Leave

Every faculty member shall be entitled to use six (6) days of paid sick leave allotment during each academic year in case of personal necessity.

- **A.** "Personal Necessity" means any business, endeavor, or activity which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.
- **B.** A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.
- **C.** A faculty member shall not be required to give reasons for the use of such leave.
- **VII.** Bereavement Leave

Every faculty member shall be entitled to three (3) days of paid leave of absence or five (5) days if travel of more than two hundred (200) miles is involved for each occurrence on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

VIII. Jury Leave

A faculty member shall be entitled to as many days of paid leave as are necessary when called for jury duty or when summoned for a court appearance not as a result of the faculty member's own misconduct or connivance. Any monies received from the courts as jury duty pay shall be transferred to the District, mileage excluded. Upon completion of jury duty, the faculty member shall submit a certification of jury service to the District.

**IX.** Legislative Leave

Except as otherwise provided by law, a tenured faculty member who is elected or appointed to the State Legislature, Congress, or appointed to government service, shall be entitled to an unpaid leave of absence for the length of the term of office, not to exceed eight (8) years.

**A.** The faculty member on such leave shall notify the college of an intended return at least sixteen (16) weeks in advance.

- **B.** The faculty member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any other benefits while on leave.
- X. Professional Development Leave

A faculty member may be granted up to three (3) days of paid leave each academic year for the purpose of improving classroom teaching performance. Such leave may be used to visit classes in other departments or colleges or to attend Association workshops related to the subject(s) or academic discipline(s) being taught by the faculty member.

**XI.** Family and Medical Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this policy, "leave" under this policy shall mean leave pursuant to the FMLA and CFRA. The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any faculty member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights.

- A. Terms of Leave
  - 1. Family care and medical leave shall not exceed twelve (12) work weeks (or twenty-six (26) weeks to care for a covered service member) during any fiscal year. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
  - 2. The twelve (12) month period for calculating leave entitlement will be based on the District's fiscal year from July 1 to June 30.
  - 3. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.
  - 4. During the period of family care and medical leave, the District shall require the faculty member to use his/her accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the family care and medical leave is for the employee's own serious health condition or the leave is needed to care for a parent, spouse, child or domestic partner with a serious health condition, and for which sick leave may be taken pursuant to this Agreement and/or Board policy.

B. Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the faculty member or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. If the leave is foreseeable based on planned medical treatment, the faculty member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The faculty member must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the faculty member's need for intermittent leave or a reduced work schedule.

- C. Maintenance of Benefits
  - 1. Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the faculty member shall continue to be entitled to participate in the District's medical and dental plans.
  - 2. If the faculty member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the faculty member or his/her family member which would entitle the faculty member to leave, or because of circumstances beyond the faculty member's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay, etc.).
  - 3. The faculty member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the faculty member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the faculty member to pay the premium for periods not covered by accrued leave.

# ARTICLE XXX WAGES

## I. General Provisions

- A. Faculty Compensation
  - 1. Full-time faculty members teaching load (as defined in Article XV, sections III and IV) will be paid according to the Full-time Academic Salary Schedule as described in Section II.A below.
  - 2. Beginning with the 2015-2016 academic year, part-time faculty during the academic year and all faculty during summer terms holding classroom or equivalent assignments will be paid according to the Part-time Classroom Academic Salary Schedule as described in Section II.B below.
  - 3. Beginning with the 2015-2016 academic year, full-time faculty teaching overload and part-time faculty holding non-classroom assignments during the regular and summer terms will be paid according to the Full-time Overload/Part-time Non-classroom Academic Salary Schedule as described in Section II.C below.

#### II. Salary Schedules

- A. Full-time Academic Salary Schedule (see Appendix A):
  - 1. The Full-time Academic Salary Schedule shall consist of five columns with:

Three (3) steps plus one longevity step in the first column

Eight (8) steps plus one longevity step in the second column

Thirteen (13) steps plus one longevity step in the third column

Eighteen (18) steps plus one longevity step in the fourth column

Twenty-three (23) steps plus one longevity step in the fifth column

- 2. Column 1, step 1, of the Faculty Salary Schedule is defined as the base salary. For the 2015-2016 academic year, the base salary shall be \$64,088.00.
- 3. The first step of each column will increase by 5.5555% of the base salary over the first step of the previous column.
- 4. Each step in each column will increase by 3.70365% of the base salary over the previous step.
- B. Part-time Classroom Academic Salary Schedule (see Appendix A):
  - 1. The Part-time Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.
  - 2. The value of the first column will be equivalent to 55.55% of 1/15 (6.67%) of onehalf the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

.5555(.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))

- 3. Each succeeding column will increase by 4% of column 1 over the previous column.
- 4. For the purpose of initial placement for the 2015-2016 academic year, part-time classroom faculty will be placed on the Part-time Classroom Academic Salary Schedule based upon the criteria as described in Section III of this Article, then granted one additional column for each step from their placement on the 2013-2014 Regular Term Hourly Schedule, with no faculty member placed higher than column 5.
- C. Full-time Overload/Part-time Non-classroom Academic Salary Schedule (see Appendix A):
  - 1. The Full-time Overload/Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.
  - 2. The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of onehalf the value of the first step of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

.486(.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))

- 3. Each succeeding column will increase by 4% of column 1 over the previous column.
- 4. For the purpose of initial placement for the 2015-2016 academic year, full-time faculty teaching overload and part-time non-classroom faculty will be placed on the Full-time Overload/Part-time Non-classroom Academic Salary Schedule based upon the criteria as described in Section III of this Article, then granted one additional column for each step from their placement on the 2013-2014 Regular Term Hourly Schedule, with no faculty member placed higher than column 5.
- III. Salary Schedule Column Placement Criteria
  - A. Column I
    - 1. Bachelor's Degree.
  - B. Column II
    - 1. Master's Degree, or
    - 2. Bachelor's Degree plus 40 semester units, including Master's Degree.
  - C. Column III
    - 1. Master's Degree plus 20 semester units, or
    - 2. Bachelor's Degree plus 50 semester units, including Master's Degree.
  - D. Column IV
    - 1. Master's Degree plus 40 semester units, or
    - 2. Bachelor's Degree plus 70 semester units, including Master's Degree, or

- 3. Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.
- E. Column V
  - 1. Earned Doctorate, or
  - 2. Master's Degree plus 60 semester units, or
  - 3. Bachelor's Degree plus 90 semester units, including Master's Degree, or
  - 4. Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.
- IV. Previous Experience Credit for Initial Step Placement
  - A. Instructional experience

At the time of initial employment, new full- and part-time faculty members will be given schedule placement credit for full- and or part-time instruction, counseling, coaching, or librarian experience, whichever applies to the assignment. The experiences may be at any accredited high school (grades 9-12), college or university. Instructional experiences of the equivalent of 30 LHE will equal one step on the salary schedule. The credit will be given as follows:

0-7 years of experience - placement on step 1

8 years of experience – placement on step 2

9 years of experience - placement on step 3

- 10 or more years of experience placement on step 4
- B. Non-instructional occupational experience

At the time of initial employment, faculty members may be awarded placement credit for non-instructional occupational experience provided that it directly relates to the District assignment. Credit granted will be at the rate of one step for two years of related experiences. No placement based upon any combination of past instructional experience and past non-instructional occupational experience will be higher than step 4 on the salary schedule. Credit for non-instructional and instructional experience may be earned simultaneously.

The new faculty member will submit to Human Resources at least one of the following:

- a. A completed Request for Verification of Work Experience Form (obtained from Human Resources) from each former employer; or
- b. A letter on the employer's letterhead verifying work experiences and dates of employment; or
- c. An IRS Form 1040 and Schedule C for self-employed experiences.

## V. Step and Column Movement

# A. Step advancement

- 1. Full-time faculty members shall move one step on the Full-time Academic Salary Schedule and one column on the Full-time Overload/Part-time Non-classroom Academic Salary Schedule annually for each contractual year of service.
- 2. Part-time faculty members shall move one column on the salary schedule after having served the equivalent of thirty (30) LHE.
- 3. Step and column movements shall occur annually in the Fall.
- 4. At the beginning of the fourth (4th) year after a full-time faculty member has moved into the most highly compensated step in his or her current column, he or she will move into the longevity step.
- B. Column Advancement
  - 1. After the date of hire, for the purpose of column advancement, nine (9) semester units of lower division college level credit from an accredited institution of higher education will be allowed for coursework that is pertinent to the principal area of assignment and/or is for retraining or the up-grading of skills. The coursework must be approved in advance by the Dean and Vice President.
  - 2. Coursework taken for column advancement outside the faculty member's primary assignment must be approved by the Vice President prior to enrolling in the course(s).
  - 3. A passing grade must be earned in all coursework accepted for salary classification credit. A pass/fail course must be noted as pass and a credit/non-credit course must be noted as credit in the transcript.
  - 4. Official verification of coursework taken and/or degree conferred must be submitted to Human Resources by August 1st for column advancement for the Fall semester in January 3rd for column advancement for the Spring semester.

# VI. Doctoral Stipends

Full-time faculty members who hold an earned doctorate from an accredited institution shall receive a stipend of 5.6% of the base salary as defined in section I.A.1.a.ii as part of their annual salary.

# VII. State of California Part-time Parity Compensation Funds

State of California part-time parity compensation funds ("parity pay") will be distributed among part-time faculty only (e.g., work performed by part-time faculty during the 2014-2015 academic year will be paid in the fall 2015 semester).

# VIII. Increase in Compensation

A. For the 2015-2016 academic year and the 2016 summer term, the Full-time Academic Salary Schedule will reflect an increase of six percent (6%) over the salary schedule of the previous year. The Part-time Classroom Academic Salary Schedule, and the Full-time Overload/Part-time Non-classroom Academic Salary Schedule will be adjusted as described in Section II of this Article.

- B. For the 2016-2017 academic year and the 2017 summer term, the Full-time Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule, and the Full-time Overload/Part-time Non-classroom Academic Salary Schedule will reflect an increase of three percent (3%) over the salary schedule of the previous year.
- C. For the 2017-2018 academic year and the 2018 summer term, the Full-time Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule, and the Full-time Overload/Part-time Non-classroom Academic Salary Schedule will reflect an increase of three percent (3%) over the salary schedule of the previous year.

# ARTICLE XXXI FACULTY RETIREMENT BENEFITS

#### I. Retirement Incentive Programs

Faculty members may participate in retirement incentive programs established by the Board of Trustees in compliance with the California Education Code.

- I. Reduced Workload with Full Retirement Credit (Calif. Ed. Code, Section, 87483)
  - **A.** The Board of Trustees will permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment.

The following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.

- 1. The option of reduced load may be exercised upon mutual agreement of both the District and the faculty member. Once the option is exercised, it is not revocable, and the faculty member may not return to a full-load, full-time status, unless agreed to by the Board of Trustees.
- 2. To be eligible to start the optional reduced load program, the faculty member must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
- 3. The faculty member must have been employed full-time as an academic employee of the District for at least ten (10) years prior to the request for reduced load.
- 4. Except for the reduction in salary, corresponding to the reduced load, the District will provide the part-time faculty member the same benefits provided a regular full-time (100%) faculty member.
- 5. The District and the faculty member shall agree to make contributions to the STRS equal to the amount required of a full-time (100%) faculty member.
- 6. The minimum reduced load shall be the equivalent of one-half (½) of the number of days of service required by the faculty member's contract of employment during the final year of service as a full-time (100%) position.
- 7. A faculty member on the optional reduced load program shall work for the duration of the reduction, as mutually agreed by the faculty member and the District, at a minimum:
  - a. 100% of one semester and 0% of the other semester, or
  - b. 50% each semester, or
  - c. Any assignment that will average 50% or more for two (2) semesters of the academic year.
- 8. An applicant for the optional reduced load program must make application for the optional reduced load program no later than February 1<sup>st</sup> for the following academic year.

- I. Consultant Contract Program for Retired Academic Employees
  - **A.** When need exists, the Board of Trustees may award consultancy contracts to retired faculty members of the District. Following are the rules and regulations for the implementation of programs of consultant contracts for retired faculty members.
    - 1. To be eligible to start the consultant contract program, the faculty member must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the consultant contract starts.
    - 2. The faculty member must have been employed full-time (100%) or equivalent as an academic employee of the District for at least ten (10) years prior to the request to participate in the consultant contract program.
    - 3. The faculty member must have officially retired from the District prior to July 1 of the fiscal year in which the consultant contract begins.
    - 4. The contract may be written for a period of up to five (5) years or until the faculty member reaches the age of sixty-five (65), whichever comes first.
    - 5. The contract may be by mutual agreement for a specific annual project or service for not less than thirty (30) working days per year.
    - 6. The annual consultant contract compensation shall not exceed the maximum allowed under the Education Code for such services.
    - 7. Faculty members opting for this program shall continue full-time faculty benefits, and receive improved benefits awarded all other full-time faculty members, through the duration of the contract.
    - 8. An applicant for the consultant contract program must make application for the program no later than February 1<sup>st</sup> to be eligible for the following year.
- II. Health and Medical Benefits for Retirees
  - **A.** To be eligible for health and medical benefits after retirement, the faculty member shall concurrently retire from the District and STRS, and notify the District of his/her retirement from STRS by providing proof acceptable to the District of such retirement. If the retiree returns to active full-time service in a STRS contracting district he/she shall notify the District and the applicable insurance plan administrator of such action, at which time the benefits for both the retiree and his/her dependents as described in this provision shall cease.
  - **B.** Present medical, vision, and dental benefits for those retirees who were employed full-time by the District for ten (10) years immediately preceding the date of retirement and who have reached the age of fifty-five (55), and who meet the eligibility requirements described in section A above, and for the dependents of eligible retirees, shall continue until the retiree reaches the age of Medicare eligibility (in 2007, age 65).
  - C. Medicare Eligibility and Continuation of Benefits
    - 1. The District will provide supplemental medical coverage for the retired faculty member, provided the retiree has purchased Medicare A and B coverage.
    - 2. If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare, benefits for the retiree will continue under the following circumstances:
      - a. The purchase of such coverage is permitted by the health carrier; and

- b. the retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier if the retiree has not purchased Medicare A and B coverage.
- 3. If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
  - a. The purchase of such coverage is permitted by the health carrier;
  - b. The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
  - c. The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
- 4. If both the retiree and his/her dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
  - a. Such purchase is permitted by the health carrier;
  - b. The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and
  - c. The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
- 5. If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:
  - a. Such purchase is permitted by the health carrier;
  - b. The dependent has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
  - c. If the dependent is not eligible for Medicare or otherwise fails to purchase Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost imposed by the insurance carrier.
- **D.** After the retiree reaches the age of Medicare eligibility, the retiree may purchase vision and dental benefits, for both himself or herself and for dependents, through the District's providers so long as:
  - 1. Such purchase is permitted by the health carrier;
  - 2. Benefits for retirees are grouped in a separate rate from the active/early retirees' group; and the retiree pays the full cost of such benefits.

- **E.** Other coverage for the faculty member and coverage for the dependents is subject to applicable state and federal laws providing for such coverage.
- **III.** Emeritus Faculty Privileges

#### A. Eligibility

Any full-time faculty member who retires from the District shall receive emeritus status, provided however, that if a faculty member retires while on an administrative leave, and he/she desires emeritus status, the retiring faculty member must submit a request for emeritus status to the District Office of Technology and Learning. The Office of Technology and Learning will submit the matter to a special panel composed of two members appointed by the Academic Senate and two members appointed by the College President, and a fifth member to be determined by the appointed panel members. The special panel will make a recommendation to the Board of Trustees, which will determine whether to grant emeritus status to the faculty member. If the Board should elect not to follow the panel's recommendation, a written explanation of the Board's decision and its reasons will be made to the members of the panel.

#### **B.** Privileges

- 1. Faculty members granted Emeritus status will be issued official college identification designating their status, and their names will be retained in the College catalog.
- 2. Emeritus faculty will be granted lifetime event, library and faculty parking privileges, and upon request, lifetime email access.

# Exhibit B Page 1 of 1

# **Faculty Negotiations Costing October 2015**

No contract for 2014-2015 New LHE salary schedules for part-time faculty and overload 6% Increase for FY 2015-2016 3% Increase for FY 2016-2017 3% Increase for FY 2017-2018

		Increased	Annual Cost	Cumulative Cost				
	2014-2015	014-2015 2015-2016		2016-2017 2017-2018		2015-2016	2016-2017	2017-2018
						Cumulative	Cumulative	Cumulative
	0%	6%	3%	3%		Cost	Cost	Cost
Salary		\$ 4,383,232	\$ 1,822,303	\$ 1,829,173		\$ 4,383,232	\$ 10,588,767	\$ 18,623,476
Benefits		\$ 533,878	\$ 255,669	\$ 290,473		\$ 533,878	\$ 1,323,424	\$ 2,403,444
Total	<b>\$</b> -	\$ 4,917,110	\$ 2,077,972	\$ 2,119,646		\$ 4,917,110	\$ 11,912,191	\$ 21,026,920

ITEM: 7.1 DATE: 10/26/15

TO: Board of Trustees	
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- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: 2016 Teachers of the Year Recognition Ceremony

ACTION: Information

# BACKGROUND

The California Department of Education (CDE) invites county offices of education, school districts, charter schools, professional organizations, and private schools statewide to participate annually in the California Teachers of the Year Program. Established in 1972, the overall purpose of the California Teachers of the Year Program is to pay tribute to California's teaching force, the complexity of challenges that confront our schools, and the need to promote collaboration and teamwork to meet those challenges. In doing so, the program brings deserved recognition to the members of the teaching profession in California. Candidates for the honor are submitted by county offices of education, which conduct regional competitions.

The Orange County Teachers of the Year (TOTY) program provides recognition for outstanding teachers in Orange County. The goal of the program is to bring recognition to educators and to pay tribute to individuals who provide exemplary service. The program highlights educational innovation, student learning, and the rewards of teaching. Candidates are honored at an annual recognition ceremony hosted by the program sponsors.

# <u>STATUS</u>

Dr. Karah Street, biology instructor from Saddleback College, was awarded the honor of Orange County's Community College Professor of the Year for 2016. Dr. Street was named one of five teacher of the year finalists by the Orange County Department of Education. The four K-12 finalists are eligible to compete with the top teachers from other counties in the National Teacher of the Year program.

The 2016 Teachers of the Year Recognition Ceremony will be held on Tuesday, November 10, 2015 at the Disneyland Hotel in Anaheim. The South Orange County Community College District received five complimentary invitations for District and school site representatives to honor the finalists for their outstanding efforts in promoting student success. Each community college district in Orange County nominated one teacher per district. Saddleback College and Irvine Valley College alternate nominating one instructor each year. This year's designated college from SOCCCD was Saddleback College. **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.

# <u>STATUS</u>

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

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

# SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

# SADDLEBACK COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
Sept. 15, 2015 Sept. 22, 2015 6:00pm	TAS 225	Kelley Brugmann	ENV 203	Kimberly Casey	Program Development, Professional Experiences Shared, Certification assistance
Sept. 22, 2015 6:00pm	TAS 225	Amy Brugmann	ENV 203	Amy Erickson	Program Development, Professional Experiences Shared
Sept. 22, 2015 6:00pm	TAS 225	Kelley Brugmann	ENV 203	Leeta Latham	Program Development, Professional Experiences Shared
Sept. 29, 2015 4:00pm	BGS 254	Barbara Cox	BUS 120	Dr. Groves	Organizational Theory and Management
Oct. 1, 2015 6:00pm	BGS 245	Bruce Tatarian	BUS 120	Vicki Merrill	Management Planning
Oct. 15, 2015 5:30pm	TAS 228	Ken Lee	HORT 116	Eric Santos	Irrigation Design Application in the Real World
Nov. 19, 2015 6:00pm	BGS 245	Bruce Tatarian	BUS 120	Mark Howlett	Business Leadership
Nov. 19, 2015 5:30pm	TAS 228	Ken Lee	HORT 116	Bob Garcia	Irrigation Design Workshop

# **IRVINE VALLEY COLLEGE**

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
October 6, 2015 8:00 – 9:15 a.m.	BSTIC 116	Daniel Scott	MGT12A – Legal Environment of Business	Frederick Gebhardt	Orange County Grand Jury
October 6, 2015 5:30 – 6:30 p.m.	BSTIC 120	Bennet Tchaikovsky	Accounting Society Club	Gregory Coleman	Discussing his experience in the account field and the inner workings of a CPA firm
October 15, 2015 3:30 – 5:00 p.m.	BSTIC 117	John Russo	Business Leader Society Club	Thomas Lobos	Business Development

					Exhibit A
October 21, 2015 7:15 – 8:45 p.m.	BSTIC 216	Irene Reynolds	LGL202 – Computer Technology & Research in the Law Office	Jason Lott, Esq.	Cloud computing, conducting legal research at the USPTO website, and electronic filings
November 18, 2015 5:30 – 6:50 p.m.	BSTIC 115	Shari Rudolph	MGT235 Advertising	Daniel Rhodes	Working in an ad agency

ITEM: 7.3 DATE: 10/26/15

TO: Board of Trustees
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- **FROM:** Gary L. Poertner, Chancellor
- RE: SOCCCD: HR/Financial Software System (Workday) Project Update
- ACTION: Information

# BACKGROUND

Following a rigorous competitive procurement process and subsequent evaluation period, the board of trustees approved the Human Resource and Financial Software System Master Services Agreement with Workday, Inc. and implementation partner CedarCrestone, (Sierra Cedar) on January 28, 2014. The project has now gone through the design, planning, and implementation stages.

# <u>STATUS</u>

This report is to provide an overview of the accomplishments, capabilities, training, and future plans for the HR/Financial Software System project.

#### Human Resources System

Since the implementation of the Human Capital Management (HCM) software system aspect of the project in February of 2015, several significant accomplishments have been made to the system, including:

- Significant improvements were made to the hire and onboarding business processes.
- The "add job", "change job," and "hire" processes were re-worked to accommodate costing allocation assignment based on the setup in the financials software system.
- A process was created to automatically do step increases for part-time faculty.
- The data that affects payroll has continued to be cleaned up.

There are several new capabilities in the HCM system which have been added to assist employees, which include:

- Capacity to view their organization chart.
- Easily change their personal information without having to fill out a form and send it via inter-office mail to HR.
- Electronically complete performance evaluations (currently for managers and administrators only).
- Future-date the employee's absence accrual for all time types.
- View real-time absence accruals for all time types.
- Check the status of transactions and see comments from reviewers and approvers.
- Approvals are no longer tied to paper, so managers can approve remotely via the software's mobile capabilities.
- Electronically initiate the hire process for non-bargaining unit employees and part-time faculty.

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

 Collect and display a complete history of all actions made on their employee record.

timecards

View the employee's total compensation and benefits.

Additional capabilities for the HCM system are planned in the future, such as:

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- Additional document security
- Interface to new budget management software • Electronic time entry to replace manual
- Part-time faculty job profiles
- Automate step Increases
- Academic unit configuration
- Committees configuration
- Implement recruiting software
- Faculty Agreement changes and COLA changes
- Former worker and previous system history

# Financial System

The financial system of the project, Workday Financials, went "live" on July 1, 2015. The implementation of all modules was successful, even though the team was working in a compressed timeframe. A significant amount of data from the Escape legacy financials system for vendors, open purchase orders, budget, prior year actuals, fixed assets, endowments, and grants was successful converted to Workday. Over fifty financial reports were created for users and back-office staff.

Approvals for managers are now done digitally, with the added capacity to approve remotely via Workday's mobile application. Another mobile feature is the ability to create expense reports by taking a pictures of receipts and submitting the expense report using a smartphone or other mobile device.

As the system continues to evolve with added software release features, project budgets will be added along with more reports and the interface with the budget management software, Tidemark.

# Training

Employees are continually provided with a variety of training options to assist them with learning the new software environment and processes for HCM and financials, such as the following examples:

- Hands-on training provided for over 400 managers and staff.
- Training for recruiting fundamentals.
- Training manuals created for requisitions and expenses.
- Activity guides created for complicated processes including hiring, job changes, and performance evaluations.
- Training manuals, materials, and videos posted to the Workday Training and Communication site.
- Targeted demos conducted at various meetings including: departmental meetings, VPI Council meeting, DAM meeting, and Professional Development week at both campuses.
- Multiple job aids created and posted to the training website for critical business processes.
- Provided one-on-one drop-in training sessions for Administrative Assistants at both colleges.
- Scheduling makeup and follow-up hands-on training sessions.
- Additional training provided for managers and support staff, including weekly Brown Bag sessions.

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

ITEM: 7.4 DATE: 10/26/15

- **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.

# <u>STATUS</u>

As of September 30, 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 September, 2015 Board report.

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects October 26, 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
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	, -
ATEP First Building Phase 3A (2011)	24,700,000	.,0.0,200			761	336.973	
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
VC 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)	
IVC New Parking Lot (2013)	3,100,000						3,100,000
IVC Peforming Arts Center Waterproofing (2013)	470,000						470,000
VC 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	
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	
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	100 770	(0.000	10.500			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	000.450	1.0.10.000	005 740	7 00 / 500	00.445.004	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	010.111		4 49 4	407.070	70.000	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			40 740	0.405	0.400	800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000	40.007.407	4 050 704	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
VC SM B100 Roof & HVAC (2015)	493,350						493,350
IVC Sports Facilities (2012)	342,600			702	43,312	30,565	268,021

EXHIBIT A Page 1 of 3

#### South Orange County Community College District Expenditure History for Approved Basic Aid Projects October 26, 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			200,110	000,010	,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		011,010			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				101,010	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			440,002	24,933	2,201,001	125,067
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000			31,386	24,000		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		10,101	100,400	1,071,200	0,000,000	54,500
HRIS Data Migration	20,000			15,000			5,000
IT Governance - TeamDymanixHE Software	50,000			14,400			35,600
TracDat Integration with SharePoint	36,000			35,964			37
DW Infrastructure Inventory System	75,000			00,004		14,155	60,845
MySite Help System	20,000			420	5,946	11,100	13,635
Unified Communications System	50.000			28.928	0,040		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	6,61 1,661	.,	000,020	58,500	677	240,823
SOCCCD Matriculation SEP System (2013)	100.000			332		0.1	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				21,000	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			0.,002			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					11,770	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

EXHIBIT A Page 2 of 3

#### South Orange County Community College District Expenditure History for Approved Basic Aid Projects October 26, 2015

		Approved Amount	1999/2011 Actual	2011/12 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	Balance Remaining for 2015/16
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	, ,	,	1	- /	/	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)	<u>/</u>	400,000						400,000
SOCCCD District-wide Parking Study (2016)		200,000						200,000
SOCCCD District-wide Sustainability/Energy Planning (2	016)	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 (20	04 - 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 (2)	004 - 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
			201,211,111	10,010,101	21,010,100	01,110,211	00,001,001	210,000,000
	Commitments		390,693,234	(9,951,045)	70,406,108	54,193,413	45,306,580	60,691,855
	Cumulative C	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 F Cumulative E		Receipts	393,955,568	433,256,612	480,145,011	523,933,281	575,592,706	620,361,792
			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
		Approved Amount						Commitment
		Amount						Change

EXHIBIT A Page 3 of 3

- **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.

# <u>STATUS</u>

The reports display the adopted budget, revised budget and transactions through September 30, 2015 (EXHIBIT A). 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 September 30, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	E		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 State Sources Local Sources Other Financing Sources Total Revenue	8100-8199 8600-8699 8800-8899 8900-8912	\$	4,372,603 40,668,609 211,271,019 0 256,312,231	4,380,872 40,974,879 211,269,669 0 256,625,420	578,023 10,147,157 21,476,536 0 32,201,716	13.19% 24.76% 10.17% 12.55%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS			311,302,191	311,615,380	87,191,676	27.98%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ \$	76,446,234 47,518,717 42,775,271 6,077,603 40,828,026 13,110,840 583,253 227,339,944	76,691,721 48,544,902 42,731,564 6,112,625 39,858,110 12,969,558 744,653 227,653,133	9,345,434 7,457,050 8,234,656 820,510 6,376,878 826,711 255,461 33,316,700	<ul> <li>12.19%</li> <li>15.36%</li> <li>19.27%</li> <li>13.42%</li> <li>16.00%</li> <li>6.37%</li> <li>34.31%</li> <li>14.63%</li> </ul>
OTHER FINANCING USES: Debt Service Inter Fund Transfers Out Basic Aid Transfers Out Intra Fund Transfers Out Total Other Uses	7100-7199 7300-7399 7300-7399 7400-7499	\$	0 998,414 57,851,978 0 58,850,392	0 998,414 57,851,978 0 58,850,392	0 448,414 0 448,414	44.91% 0.00% 0.00% 0.76%
TOTAL USES OF FUNDS		_	286,190,336	286,503,525	33,765,114	11.79%
ENDING FUND BALANCE		\$_	25,111,855	25,111,855	53,426,562	
<b>RESERVES</b> Reserve for Unrealized Tax Collections (Basic Aid) Reserve for Economic Uncertainties College Reserves for Economic Uncertainties		\$	9,021,647 13,090,208 3,000,000	9,021,647 13,090,208 3,000,000		
TOTAL RESERVES		\$_	25,111,855	25,111,855		

NOTE: As of September 30, 2014 actual revenues to date were 26.01% and actual expenditures to date were 15.20% of the revised budget to date.

\* Academic Salaries does not include the September A payroll.

#### SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of September 30, 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%	6
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$	98,289,735 21,297,930 119,587,665	98,289,735 21,296,580 119,586,315	7,641,095 7,686,603 15,327,698	7.77% 36.09% 12.82%	%
INCOMING TRANSFERS	8980-8989		0	0	0		
TOTAL SOURCES OF FUNDS		\$	131,616,423	131,615,073	27,356,456	20.79%	%
USES OF FUNDS							
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$	48,942,537 24,637,556 24,467,354 4,219,474 17,711,933 8,773,825 313,744 129,066,423	48,903,537 24,633,956 24,467,354 4,214,954 17,712,983 8,818,545 313,744 129,065,073	5,803,611 3,777,921 2,423,666 550,453 2,283,841 666,170 <u>198,137</u> 15,703,799	* 11.87% 15.34% 9.91% 13.06% 12.89% 7.55% 63.15% 12.17%	% % % %
OTHER FINANCING SOURCES/(USES) Debt Service Transfers Out Other Transfers Total Other Uses TOTAL USES OF FUNDS	r: 7100-7199 7300-7399 7400-7499	\$	0 550,000 0 550,000 129,616,423	0 550,000 0 550,000 129,615,073	0 250,000 0 250,000 15,953,799	45.45% 45.45% 12.31%	%
LOCATION OPERATING BALANCE		\$	2,000,000	2,000,000	11,402,657		
RESERVES Reserve for Economic Uncertainties		\$	2,000,000	2,000,000			

NOTE: As of September 30, 2014, actual revenues to date were **18.46%** and actual expenditures to date were **18.10%** of the revised budget to date.

\* Academic Salaries does not include the September A payroll.

#### **IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary As of September 30, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	E		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 Restricted Budget Allocation Total Revenue		\$	58,838,750 12,513,815 71,352,565	58,838,750 12,762,225 71,600,975	6,327,229 5,134,139 11,461,368	10.75% 40.23% 16.01%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		-	76,156,572	76,404,982	16,265,375	21.29%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	_	26,045,540 15,116,386 14,227,862 1,738,837 13,458,308 4,101,716 269,509 74,958,158	26,272,034 16,158,171 14,176,019 1,790,379 12,475,342 3,903,714 430,909 75,206,568	3,369,804 2,413,059 1,500,296 268,415 1,493,483 128,139 57,324 9,230,520	12.83% 14.93% 10.58% 14.99% 11.97% 3.28% 13.30% 12.27%
OTHER FINANCING SOURCES/(USES Debt Service Transfers Out Other Transfers Total Other Uses	): 7100-7199 7300-7399 7400-7499	-	0 198,414 0 198,414	0 198,414 0 198,414	0 198,414  198,414	100.00%
TOTAL USES OF FUNDS		-	75,156,572	75,404,982	9,428,934	12.50%
LOCATION OPERATING BALANCE		=	1,000,000	1,000,000	6,836,441	
<b>RESERVES</b> Reserve for Economic Uncertainties		=	1,000,000	1,000,000		

NOTE: As of September 30, 2014, actual revenues to date were **20.24%** and actual expenditures to date were **18.42%** of the revised budget to date.

\* Academic Salaries does not include the September A payroll.

ITEM: 7.6 DATE: 10/27/15

- **TO:** Board of Trustees
- **FROM:** Gary L. Poertner, Chancellor
- **RE:** SOCCCD: Quarterly Financial Status Report
- ACTION: Information

#### BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

#### <u>STATUS</u>

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of September 30, 2015 for FY 2015-2016, is attached (EXHIBIT A) for the Board of Trustees' information and review.

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

#### CHANGE THE PERIOD

Fiscal Year: 2015-2016

#### District: (890) SOUTH ORANGE

#### Quarter Ended: (Q1) Sep 30, 2015

		As of June 30 for the fiscal year specified					
Line	Description	Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016		
Unrestric	cted General Fund Revenue, Expenditure and Fund Balance:			Í			
Α.	Revenues:						
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	192,456,241	196,304,963	211,462,493	256,625,42		
A.2	Other Financing Sources (Object 8900)	3,877	0	0			
A.3	Total Unrestricted Revenue (A.1 + A.2)	192,460,118	196,304,963	211,462,493	256,625,42		
В.	Expenditures:						
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	148,087,433	147,552,068	155,345,822	226,908,48		
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	37,873,228	39,024,983	45,826,804	59,595,04		
B.3	Total Unrestricted Expenditures (B.1 + B.2)	185,960,661	186,577,051	201,172,626	286,503,52		
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	6,499,457	9,727,912	10,289,867	-29,878,10		
D.	Fund Balance, Beginning	21,095,459	27,594,916	37,322,828	54,989,96		
D.1	Prior Year Adjustments + (-)	0	0	0			
D.2	Adjusted Fund Balance, Beginning (D + D.1)	21,095,459	27,594,916	37,322,828	54,989,96		
E.	Fund Balance, Ending (C. + D.2)	27,594,916	37,322,828	47,612,695	25,111,85		
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.8%	20%	23.7%	8.80		

#### II. Annualized Attendance FTES:

C	G.1	Annualized FTES (excluding apprentice and non-resident)	27,803	24,960	27,822	28,358
			As of the	specified quarter	and ad for each f	iscal voar

			As of the specified quarter ended for each fiscal year				
III. j	Total Ger	neral Fund Cash Balance (Unrestricted and Restricted)	2012-13	2013-14	2014-15	2015-2016	
	H.1	Cash, excluding borrowed funds		11,188,104	20,583,762	31,614,193	
	H.2	Cash, borrowed funds only		0	0	0	
	H.3	Total Cash (H.1+ H.2)	5,373,346	11,188,104	20,583,762	31,614,193	

#### IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
l.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	256,312,231	256,625,420	32,201,716	12.5%
1.2	Other Financing Sources (Object 8900)	0	0	0	
1.3	Total Unrestricted Revenue (I.1 + I.2)	256,312,231	256,625,420	32,201,716	12.5%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	226,756,691	226,908,480	33,061,239	14.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	59,433,645	59,595,045	703,875	1.2%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	286,190,336	286,503,525	33,765,114	11.8%
К.	Revenues Over(Under) Expenditures (I.3 - J.3)	-29,878,105	-29,878,105	-1,563,398	
L	Adjusted Fund Balance, Beginning	54,989,960	54,989,960	54,989,960	
L.1	Fund Balance, Ending (C. + L.2)	25,111,855	25,111,855	53,426,562	
М	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8.8%	8.8%		

#### V. Has the district settled any employee contracts during this quarter? NO

Contract Period Settled	Manage	Management		Academic				sified
(Specify)			Permanent		Temporary			
YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1	:							
Year 2	:							
Year 3	:							
b. BENEFITS:								
Year 1	:							
Year 2	:							
Year 3	:							

#### If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?			
If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)			
	s year? kt vear?	NO NO	

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

EXHIBIT A Page 4 of 4

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

### Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

District: (890) SOUTH ORANGE

CHANGE THE PERIOD Fiscal Year: 2015-2016 Quarter Ended: (Q1) Sep 30, 2015

Your Quarterly Data is ready for certification.

Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer		District Con	tact Person				
CBO Name:	Dr. Debra L. Fitzsimons, VC, Bus.	Name:	Kim McCord				
CBO Phone:	Use format 999-555-1212 949-582-4663	Title:	Exec. Dir., Fiscal Srvc./Comptroller				
CBO Signature:		Talankanas	Use format 999-555-1212				
Date Signed:		— Telephone:	949-582-4661				
Chief Executive Officer Nan	e: Gary L. Poertner, Chancellor	– Fax:	Use format 999-555-1212 949-347-0390				
CEO Signature:		— E-Mail:	lumanard Quanarad a du				
Date Signed:		— E-Maii:	kmccord@socccd.edu				
Electronic Cert Date:							
	Certify This Quarte	r					
	California Community Colleges, Chancellor's Office Fiscal Services Unit 1102 Q Street, Suite 4554 Sacramento, California 95814-6511 Send questions to: Christine Atalig (916)327-5772 <u>cataliq@cccco.edu</u> or Tracy Britten (916)323-6899 <u>tbritten@cccco.edu</u>						

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- **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.

#### <u>STATUS</u>

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

#### FACILITIES PLAN STATUS REPORT October 26, 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

<u>Budget Narrative</u>: 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.

<u>Status:</u> Mechanical rough-in underway. Electrical and suspended ceiling underway. Interior finishes underway.

<u>In Progress</u>: FF&E furniture *bid documents* underway. MEP hangers and routing at the interior is nearing completion, and interior work continues. *Minor 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. *Interior cabinets and finish is underway at the first floor. Final grading at the South, East and West is underway. Electrical fixtures and suspended ceiling systems are underway at all three floors. Finish tile in all restrooms is underway.* 

<u>Recently Completed</u>: Off-site cabinet fabrication is complete. HVAC fabrication and testing visit and report is complete. Priority interior wall framing *is complete*.

<u>Focus</u>: HVAC ducting and piping at the roof. Windows and Curtin-wall water testing. Interior finishes, cabinets and finish electrical. *Beginning the close out process with final M&O manuals submittals*.

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

<u>Budget Narrative</u>: 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: Advertisement for Request for Qualifications (RFQ) of Design-Build Teams.

In Progress: Issuance of RFQ for Design-Build Teams.

<u>Recently Completed</u>: Scope and budget review for issuance of RFQ and RFP.

<u>Focus</u>: Preparation of the Request for Proposal (RFP) documents and evaluation of RFQ documents.

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

<u>Budget Narrative</u>: 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.

<u>Status</u>: DSA has approved documents. Construction start is anticipated April 2016 after completion of the TAS Auto Tech Swing Space project. *The Board approved the CM services agreement*.

<u>In Progress</u>: Formal execution of contract with CM. RFQ for construction services being generated for advertisement.

Recently Completed: Validation of construction costs at \$10.6 million.

Focus Issue: Complete RFQ and advertise to prequalify contractors.

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

<u>Budget Narrative</u>: 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.

<u>Status:</u> Auto tech building in construction, with villages under renovation.

In Progress: Drywall and MEP trades in process. Renovations at the villages are underway.

<u>Recently Completed</u>: Villages punch list completed, electric panel installed on building 1.

<u>Focus</u>: *SDG&E to extend power to the new building*. 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

<u>Budget Narrative</u>: 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: Receive and review pre-qualifications of contractors.

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

<u>Budget Narrative</u>: 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.

<u>Status</u>: Request for Qualifications for Design-Build Teams.

In Progress: Issuance of Request for Qualifications (RFQ) for Design-Build Teams.

<u>Recently Completed</u>: Scope and budget review for issuance of RFQ and RFP.

<u>Focus</u>: Preparation of the Request for Proposal (RFP) documents and evaluation of RFQ documents.

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.

<u>Status</u>: 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.

<u>In Progress</u>: 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.

<u>Status</u>: Final finishes, punch list completed. Addressing contractual issues around project delays.

In Progress: Furniture, fixture and equipment procurement.

<u>Recently Completed</u>: 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

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 03-04 and 07-08.

<u>Status:</u> The final Notice of Completion was filed on September 24, 2007. DSA advises close out via alternate engineer assistance. District will use recommended approach.

<u>In Progress</u>: 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.

<u>Focus</u>: 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

<u>Budget Narrative</u>: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000. 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.

<u>Status:</u> Final warranty items to be completed over the summer.

In Progress: Warranty closeout of project.

<u>Recently Completed:</u> Drawings received from architect for outstanding warranty items.

<u>Focus</u>: 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
Projected Finish: February 28, 2014	DSA Close Out: May 8, 2014

#### **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

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

<u>Status</u>: Construction documents have been approved by the City of Irvine and easement and purchase of sale agreement *have been executed*.

<u>In Progress</u>: Preparation of bid documents *and correspondence with Southern California Edison*.

<u>Recently Completed</u>: Finalization of Easement agreement with City of Irvine.

<u>Focus:</u> 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. LIBERAL ARTS BUILDING 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

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

<u>Status</u>: Contractor failed water testing at exterior walls. *Contractor is removing and replacing the building envelope*.

<u>In Progress</u>: On-going demolition of building envelope.

<u>Recently Completed</u>: Contractor submitted revised design details for installation of the exterior envelope.

<u>Focus</u>: 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.

<u>Status</u>: 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.

<u>In Progress</u>: 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

<u>Budget Narrative</u>: 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.

<u>Status</u>: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: County land exchange negotiations.

<u>Recently Completed</u>: Land Exchange Demolition Project is complete and *the* Notice of Completion *was approved by the* Board of Trustees *on* September 28, 2015.

<u>Focus</u>: 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

<u>Budget Narrative</u>: 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.

<u>Status</u>: The project team is meeting weekly to develop the project documents.

In Progress: Sign off of Schematic Design documents by project team.

<u>Recently Completed:</u> Program validation and finalization of building footprint and room locations, site survey and project geotechnical investigation.

Focus: Design Development.

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.

<u>Status</u>: 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.

<u>In Progress</u>: Initial planning has begun. Planning Bell Avenue with the City of Tustin and revising the Sub-Area Master Plan which impacts the utilities infrastructure planning.

<u>Recently Completed</u>: Revisions to the engineering and utility backbone infrastructure were completed and accepted for the Bell Avenue design by the City of Tustin. The architectural team was approved by the Board of Trustees on September 28, 2015.

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.

<u>Status</u>: Assessments of utility systems including electric, gas and water distribution, landscaping and irrigation, communication and security systems were completed during the weeks of October 12 and October 19.

<u>In Progress</u>: Consultant is consolidating information gathered during site assessments conducted from October 12th through October 23rd at Irvine Valley and Saddleback Colleges and drafting reports.

<u>Recently Completed:</u> Consultant has reviewed record drawings of existing utilities at Irvine Valley and Saddleback Colleges.

<u>Focus</u>: Preparations for second round of utility assessments scheduled for November 9<sup>th</sup> through November 20<sup>th</sup>.

Project Start: July 2012	Scheduled Finish: May2016
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Projected Finish: May 2016	DSA Close Out: N/A
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#### 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.

<u>In Progress</u>: We are currently in the consultant selection process. Four packages were received based on the RFP, and the Project Team is going through the selection/recommendation process.

<u>Recently Completed</u>: Acceptance of the 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.

<u>Recently Completed</u>: *Two responses to the revised RFP were received and are being evaluated.* 

<u>Focus</u>: 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: <u>http://www.socccd.edu/businessservices/ProjectUpdates.html</u>.

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.

ITEM: 7.8 DATE: 10/26/15

- **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.

#### <u>STATUS</u>

This report is for the period ending September 30, 2015, (EXHIBIT A). The portfolio was comprised of 52.1% Fixed Funds (Bonds) and 47.9% Common Stocks (Domestic and International). The portfolio's performance decreased 1.81%, ending with a fair market value of \$88,539,000, and an annualized return of 4.98% which is consistent with the market.



October 7, 2015

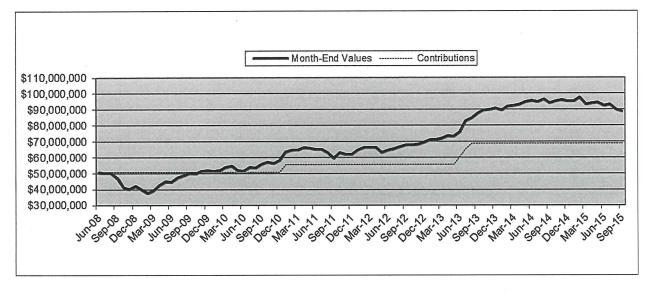
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

#### Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on September 30th of \$88,539,000.37 your portfolio's performance was down -1.81% for the month and up 4.98% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (47.9%) and fixed income funds (52.1%). 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>September 2015</u>	<u>Year-To-Date</u>	Annualized Since Inception
South Orange CCCD	-1.81%	-3.04%	4.98% annualized return
S&P 500	-2.47%	-5.27%	8.09% (Domestic Stocks)
MSCI EAFE	-5.08%	-5.28%	0.40% (International stocks)
Barclays Aggregate	0.68%	1.14%	4.61% (Domestic Bonds)
Barclays Global	0.51%	-2.26%	2.60% (Global Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

by Kelley Theyram

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

# Benefit Trust - Retiree (OPEB) Trust

# EXHIBIT A Page 2 of 2

Month - Year	С	ontributions	С	ontribution Balance	In	Month-End vestment Values
June-08	\$	50,791,103	\$	50,791,103	\$	50,589,708
June-09	\$	-	\$	50,791,103	\$	44,706,214
June-10	\$	-	\$	50,791,103	\$	51,342,419
June-11	\$	4,618,708	\$	55,409,811	\$	65,060,898
June-12	\$	-	\$	55,409,811	\$	64,788,984
June-13	\$	5,000,000	\$	60,409,811	\$	76,038,439
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
September-15	\$	-	\$	64,799,724	\$	88,539,000
	\$	64,799,724				

**TO:** Board of Trustees

**FROM**: Gary L. Poertner, Chancellor

**RE:** Reports from Administration and Governance Groups

ACTION: None

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 up to two minutes each*.

Saddleback College Academic Senate Faculty Association Irvine Valley College Academic Senate Vice Chancellor, Technology & Learning Services Vice Chancellor, Human Resources Vice Chancellor, Business Services Irvine Valley College Classified Senate California School Employees Association Saddleback College Classified Senate Police Officers' Association



# 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:** October 15, 2015

#### SUBJECT: President's Report for the October 26, 2015 Board of Trustees Meeting

#### **IVC Foundation Hosts Golf Classic**

On October 14, the Irvine Valley College (IVC) Foundation held its Golf Classic at the Oak Creek Golf Course to support the students and programs at the college. The event included a scramble start, silent auction and some great prizes. Lunch was provided by Slaters 50/50. The tournament sponsors included the Irvine Chamber of Commerce, Orange County Business Council, P2S Engineering, Inc. and Concordia University Irvine. IVC Foundation Board of Governors member David Martin chaired the planning committee.

#### Dr. Stephen Rochford Speaks at Orange County School of the Arts

As president of the Music Association of California Community Colleges (CCC), Southern Section, Music Professor Dr. Stephen Rochford spoke to future music majors and their parents at the Orange County School of the Arts. Dr. Rochford was among a panel of representatives from other institutions including CSU Long Beach, San Francisco Conservatory of Music, the University of Southern California and Chapman University. In addition to speaking about the CCC music programs across the state, Dr. Rochford spoke to several students about the IVC music program.

#### IVC Library Holds Dedication of Emigdio Vasquez Mural

On September 24, the IVC Library held the dedication of the Emigdio Vaquez mural that was moved to its new home in the IVC Library. Liberal Arts Dean Dr. Karima Feldhus served as master of ceremonies. President Roquemore, IVC Library Academic Chair Cheryl Delson, English Professor Lisa Alvarez, IVC Emeritus Professor of English Linda Thomas and Interim Facilities Director Jeff Hurlbut provided remarks. Guest speakers included friends and family of Emigdio Vasquez: Fullerton College Ethnic Studies Instructor Gerald Padilla and Emigdio Vasquez's children, Rosemary Vasquez Tuthill and Emigdio "Higgy" Vasquez. President Roquemore and Higgy Vasquez unveiled the plaque. Library staff members and student ambassadors unveiled the mural to the audience. The ceremony ended with the Mariachi Toro, which included IVC Music Alumnus Saul Reynoso.

#### IVC Marks Banned Books Week

On October 1, the English department, IVC Library, ASIVC, and the English Club co-hosted the Banned Books Read-Out: Young Adult Edition. Students, faculty, staff and administrators celebrated the freedom to read and brought forth awareness of censorship in our society.

President's Report to the Board of Trustees October 15, 2015 Page 2

#### **IVC Theater Department Presents Hairspray**

The IVC Theater department will showcase its rendition of the Tony Award-winning musical Hairspray, based on the 1988 John Waters film. Performances began October 22 and run through November 1.

#### Applied Sciences and Engineering Club Hosts Third Annual Transfer Talk

On September 25, the Applied Sciences and Engineering Club (ASEC) held its third annual STEM (sciences, technology, engineering and math) Transfer Talk. Representatives from UC Irvine, CSU Fullerton, CSU Long Beach, Cal Poly Pomona, Chapman University, Johns Hopkins University, UC Los Angeles, California Institute of Technology, and Saint Mary's College were in attendance to answer questions and speak to students about their STEM programs. The ASEC board members and engineers organized and advertised the event assisted by faculty advisors Ilknur Erbas-White and Jack Appleman.

#### IVC's 30<sup>th</sup> Anniversary Celebration and Community Outreach Mixer

On October 22, IVC held a community outreach mixer, inviting the local businesses and community partners who were engaged and appreciated by the employee and student teams during last year's "Mega Outreach Event." At the mixer, guests mingled with college faculty, staff and administrators, and learned about the program offerings at IVC. The highlighted programs included accounting, entrepreneurship, engineering and biotechnology. The community outreach mixer included the celebration of IVC's 30 years of student success, business and community partnerships.

#### IVC Participates in the Great California ShakeOut

On October 15, IVC participated in the Great California ShakeOut drill. At 10:15 a.m., students, faculty and staff practiced the "drop, cover and hold on" method for protecting themselves in the event of an earthquake.

#### Summer Serpas Testifies before Board of Governors

English Instructor Summer Serpas attended the California Community Colleges Board of Governors (BOG) meeting. Summer Serpas had the opportunity to speak in front of the BOG and share some of the work in basic skills that the IVC team has been doing as part of the California Acceleration Project.

#### **IVC/SC Student Research Symposium**

IVC will host the fourth annual Irvine Valley College/Saddleback Student Research Symposium on November 7. Students enrolled at either college will have the opportunity to present their faculty mentored research project.



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

TO: Members of the Board of Trustees Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for October 26, 2015 Board of Trustees Meeting

Saddleback College was the site of a friendly softball game between the Lady Gauchos and the Rockford Peaches, made up of celebrities from the movie "A League of Their Own," female athletes including Julie Foudy, and executives from ESPN W, a division of ESPN focusing on women's sports. Penny Marshall, the director of the film, was in attendance. The game was a feature of the Women + Sports Summit, a two-day event that brings together leading voices and industry influencers to create positive change and opportunity for women in sports.

Saddleback College participated in the Great Shakeout on Thursday, October 15<sup>th</sup>. Thank you to our Saddleback College Campus Police for coordinating the earthquake preparation exercise and sending a video campus-wide on earthquake preparedness and safety. The video can be found at saddleback.edu/police.

The Saddleback College Homecoming football game was held on Saturday, October 17<sup>th</sup> against Grossmont College. Prior to the football game, Saddleback re-introduced the four former players and staff members who have been selected to be inducted into the California Community College Football Coaches Association Hall of Fame which will take place in March 2016. Those inductees include legendary defensive coordinator and martial arts instructor Vince McCullough, and longtime offensive coordinator and National Champion head coach Bill Cunerty. Others to be inducted include former Saddleback administrator Bill Kelly and record-setting tailback Toby Whipple, whose 1969-1970 rushing records still stand. At halftime we celebrated the 30<sup>th</sup> anniversary of the 1985 National Championship team coached by Ken Swearingen.

#### **Office of Instruction**

*Fine Arts and Media Technology* – October was a busy month for music performances. On October 2<sup>nd</sup>, a violin master class was held with Chapman University violin professor William Fitzpatrick in FA 101. Admission was free. Joey Sellers' jazz lab ensemble performed on October 5th in the McKinney Theatre with special guest jazz artist Chris Speed from New York. On October 8<sup>th</sup> Dimitri Matheny presented a jazz lecture for Concert Hour. October 9<sup>th</sup> and 10<sup>th</sup> in the McKinney Theatre, Yorgos Kouritas presented October Winds and the Saddleback Symphony Orchestra performances. On October 11<sup>th</sup>, Dr. Scott Farthing presented *Sunday Psalms* performed by our college choirs in the McKinney Theatre. On October 16<sup>th</sup>, the Saddleback Big Band performed in the McKinney Theatre. October 16th-25<sup>th</sup> the Department of Theatre Arts presented a production of *Dogfight* in the Studio Theatre. On October 18<sup>th</sup>, the Reflections of the Ocean Classical Keyboard Series presented a piano recital by Ukrainian-American pianist Natalya Shkoda in the McKinney Theatre. On October 27<sup>th</sup> the Commercial Music Ensemble presented their annual Halloween costume concert in the Fine Arts Courtyard. The Saddleback Art

Gallery presented a Student Photography Exhibit on October 28<sup>th</sup> through November 19<sup>th</sup> in the Saddleback College Art Gallery. And to round out the month of October, on October 30<sup>th</sup> and 31<sup>st</sup>, Theatre Arts proudly presented a world premiere of *Blackbird*, Jonelle Allen's one-woman show chronicling the life of Florence Mills in the Studio Theatre. Admission was free.

The Honors Program recently added Scripps College to the honors transfer partner family.

#### **Office of Student Services**

The Transfer Center is conducting campus tours to Vanguard University and UCLA.

The Transfer Center counselors and staff attended the CSUF/Community College TEPAC (Teacher Educators, Partners and Collaborators) Conference.

The Transfer Center counselors attended the UCLA Transfer Conference, the UCLA TAP Council meeting, and the Honors Transfer Council of California meeting.

The University of California admission representative visits included: UC Irvine and UC Santa Cruz.

Private and Out-of-State Colleges who visited included: Concordia University, Rider University, Westminster College, and Arizona State University.

The Transfer Center conducted the following workshops: CSU Application workshop (3); UC Application workshop (2); UC Personal Statement workshop (2); The Common Application workshop (1); Teaching Information Seminar (2); Required Fall Honors workshop (8).

The Transfer Center counselors participated in 4 class visits and one Don't Cancel That Class visit.

The Chicano-Latino Access, Success and Empowerment (CLASE) staff is doing a class presentation and doing an all- day volunteer project for the Kinoshita Elementary School.

#### **Office of Administrative Services**

On Thursday, October 15<sup>th</sup> at 10:15 am Saddleback College participated in the Great ShakeOut earthquake drill along with 20.9 million others worldwide. The Saddleback College Police Department worked with all other college departments with a goal of achieving 100 percent participation on our campus. The Fine Arts and Media Technology department assisted with the production of an information video which was emailed to faculty, staff and students describing the upcoming drill and provided instructions on what to do. Notification of the drill was done district-wide, utilizing our InformaCast system with the assistance of the Technology Services department. Our Community Emergency Response Team (CERT) was activated as a part of the drill and members participated in providing a leadership role in the evacuation process, just as they would in the case of a real emergency. The drill was a tremendous team success and helped us identify areas for improvement for the future.

On Monday, October 26<sup>th</sup> a Tabletop Exercise/Facilitated Discussion was conducted with the Saddleback College Emergency Management Executive Policy Management Group which included key executives and managers who would quickly convene in case of a real emergency. The group addressed a scenario dealing with a shooting on campus, an all too common occurrence on college campuses, as experienced in the media in recent weeks. The exercise/discussion was facilitated by members of the Saddleback College Police Department, the Orange County Sheriff's Department and Orange County Fire Authority. The exercise was well received and was designed to lead into further training, exercises and development of additional measures to help provide for the safety of all those who visit Saddleback College in light of this growing threat.

#### **External Affairs**

The office of marketing and communications won four medallion awards at the National Council on Marketing and Public Relations conference on October 1<sup>st</sup> in Las Vegas. Gold medallions were awarded for the "First. For Opportunity" radio ad, and the Career Focus magazine feature article on women in science, technology, engineering, and math (STEM). Bronze medallions were awarded for mobile ads and direct mail piece to students who have stopped out or have not yet completed a degree or certificate.