



## Meeting of the Board of Trustees

October 30, 2017

### **CALL TO ORDER: 4:00 P.M.**

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

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

**Teleconferencing Location:** Pursuant to Government Code Section 54953(b) This meeting will also be conducted by teleconference at the following location: Rotary House International, 1600 Holcombe Blvd, Houston, TX 77030, consultation room #107.

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

### **1.0 PROCEDURAL MATTERS**

#### **1.1 Call to Order**

#### **1.2 Public Comments**

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

### **RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (10 matters)
  - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(7 matters)
  - B. Public Employee Employment and Performance Evaluation (Government Code Section 54957(b)(1))
    - 1. Chancellor

- 2. Acting Chancellor
  - 3. Acting Vice President for Instruction, Saddleback College
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
  - A. Faculty Association
    - Agency Designated Negotiator: Denise Whittaker, Acting Vice Chancellor Human Resources
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)
  - A. Agency Designated Negotiator: Debra Fitzsimons
    - Property: Portion of Advanced Technology Park (ATEP) site at 15545 Lansdowne Road, Tustin. Lease of Property from District: ACS Development Group, Inc., Edwards Lifesciences Corporation, PMB LLC, KPC Healthcare, Inc., China First Capital Group Limited; regarding price and terms of payment.
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
  - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1) (2 potential cases)
  - B. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(2)
    - 1. Demand Letter from Academic Administrator
    - 2. Complaint of Former Classified Administrator

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

### **2.0 PROCEDURAL MATTERS**

#### **2.1 Actions Taken in Closed Session**

#### **2.2 Invocation**

Led by Trustee Jim Wright

#### **2.3 Pledge of Allegiance**

Led by Trustee Tim Jemal

#### **2.4 Public Comments**

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

### **3.0 REPORTS**

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

- A. Board Reports
- B. Chancellor's Report (*Written Report included in Section 8.0*)
- C. College Presidents Reports (*Written Reports included in Section 8.0*)

- D. Associated Student Government Reports
- E. Board Request(s) for Reports

#### **4.0 DISCUSSION ITEMS**

##### **4.1 Saddleback College and Irvine Valley College: Integrated Plan for SEP/SSSP/BSI**

Representatives from the colleges will share information on their Integrated Plans for SEP/SSSP/BSI, which are submitted to the Board of Trustees for review and study.

#### **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 25, 2017.

##### **5.2 SOCCCD: Resolutions**

Dr. Debra Fitzsimons, Interim Chancellor  
In Support of Codifying DACA into Federal Law

##### **5.3 Irvine Valley College: Community Education Revision, Fall 2017**

Approve Fall 2017 Community Education course, presenter and compensation

##### **5.4 SOCCCD: Irvine Valley College Life Sciences Building Casework Project, Award of Bid No. 334, Amtek Construction**

Approve award of Bid No. 334, Irvine Valley College Life Sciences Building Casework project and approve the agreement with Amtek Construction, in the amount of \$218,251.

##### **5.5 Irvine Valley College: International Student Travel, 2018 International Choral Program Tour, Salzburg/Vienna, Austria and Prague, Czech Republic from June 26, 2018 to July 5, 2018**

Approve the IVC 2018 International Choral Program Tour to Austria and the Czech Republic at a total budget of \$4,735 per person, from June 26, 2018 to July 5, 2018.

##### **5.6 Revised Curriculum for the 2017-18 and 2018-19 Academic Years**

Approve the proposed curriculum changes for the 2017-18 and 2018-19 academic years at Saddleback College.

##### **5.7 SOCCCD: Saddleback College PE 200 Gym Bleachers Project, Notice of Completion, Bid No. 2058, Marjani Builders, Inc.**

Authorize filing the Notice of Completion for the Saddleback College PE 200 Gym Bleachers project to Marjani Builders, Inc. for a final contract amount of

\$665,225, and the Board authorize the release of retention 35 days after filing.

- 5.8 **SOCCCD: Saddleback College, Grant Renewal, Enrollment Growth for Associate Degree Nursing Program**  
Accept this award renewal of \$268,000 from the Board of Governors California Community College Chancellor's Office for the Enrollment Growth for Associate Degree Nursing Program for the period of July 1, 2017 through June 30, 2018.
- 5.9 **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.
- 5.10 **SOCCCD: Student Out-of-State Travel**  
Approve the colleges' student out-of-state travel for the participants, dates, locations, courses and costs as listed.
- 5.11 **SOCCCD: Trustees' Requests for Attending Conferences**  
Approve trustees' requests for attending conference(s).
- 5.12 **SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts**  
Approve authorizing individuals occupying the positions listed.
- 5.13 **SOCCCD: Agreement for Specialized Investigative Services - Nicole Miller & Associates**  
Approve the agreement for specialized investigative services by Nicole Miller & Associates on a time and materials basis effective November 1, 2017 through October 31, 2019.
- 5.14 **SOCCCD: Transfer of Budget Appropriations**  
Ratify the Transfer of Budget Appropriations as listed.
- 5.15 **SOCCCD: Budget Amendment: Adopt Resolution No. 17-31 to Amend FY 2017-2018 Adopted Budget**  
Adopt Resolution No. 17-31 to amend the FY 2017-2018 Adopted Budget as listed.
- 5.16 **SOCCCD: September - October 2017 Change Orders/ Amendments**  
Ratify the change orders and amendments as listed.
- 5.17 **SOCCCD: Purchase Orders and Checks**  
Ratify the purchase orders and checks as listed.
- 5.18 **SOCCCD: September - 2017 Contracts**  
Ratify contracts as listed.



## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No. 17-32, Intention to Enter into a Grant of Easement to Cox Communications California, LLC for ATEP and to Conduct a Public Hearing**  
Adopt Resolution No. 17-32, declaring its intent to enter into an Easement to Cox Communications California, LLC for ATEP Site Utilities and Infrastructure Phase I project and to conduct a public hearing set for November 13, 2017.
- 6.2 **SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Approve the Names of ATEP Private Streets**  
Approve the ATEP private street names as shown.
- 6.3 **SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Building Project, Geotechnical Investigation & Material Testing and Special Inspection Services, C.E.M. Lab Corp.**  
Approve the C.E.M. Lab Corp. agreement for Geotechnical Investigation & Material Testing and Special Inspection Services for the Saddleback College Advanced Technology and Applied Science (ATAS) Building project in the amount of \$400,000.
- 6.4 **SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), Irvine Unified School District Grant Subcontract Agreement FY 2017-2019**  
Approve Adult Education Block Grant (AEBG) subcontract agreement with the Irvine Unified School District to allocate the sum of \$800,000 for the SOCRC AB104 AEBG funding during the FY 2017-2019.
- 6.5 **SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), Tustin Unified School District Grant Subcontract Agreement FY 2017-2019**  
Approve Adult Education Block Grant subcontractor agreement with the Tustin Unified School District to allocate the sum of \$1,645,446 for the South Orange County Regional Consortium AB104 Adult Education Block Grant funding during the FY 2017-2019.
- 6.6 **SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), Laguna Beach Unified School District Grant Subcontract Agreement FY 2017-2019**  
Approve Adult Education Block Grant subcontractor agreement with the Laguna Beach Unified School District to allocate the sum of \$183,470 for the South Orange County Regional Consortium AB104 Adult Education Block Grant funding during the FY 2017-2019.
- 6.7 **SOCCCD: Board Policy Revision: BP-4011.6 Hiring of the Chancellor**  
Accept for review and study.

- 6.8 **SOCCCD: Board Policy Revision: BP-5613 Transcripts, BP-5626 Independent Study**  
Approve the board policies as shown.
- 6.9 **SOCCCD: Agreement for Quality Assurance and User Experience Services, eNamix**  
Approve the agreements for quality assurance and user experience services with eNamix, for a total amount not to exceed \$424,872.00 from December 1, 2017 to August 31, 2018.
- 6.10 **SOCCCD: Academic Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Resignation/Retirement/Conclusion of Employment.
- 6.11 **SOCCCD: Classified Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.12 **SOCCCD: Employment Agreement – Dr. Cindy Vyskocil, Vice Chancellor of Human Resources**  
Ratify the appointment of Dr. Cindy Vyskocil to the position of Vice Chancellor of Human Resources for SOCCCD.
- 6.13 **SOCCCD: SOCCCD Faculty Association Initial Proposal to District**  
Accept for review and study the SOCCCD Faculty Association's initial proposal to the District for the purpose of negotiations.
- 6.14 **SOCCCD: District Initial Proposal to SOCCCD Faculty Association**  
Accept for review and study the District's initial proposal to the SOCCCD Faculty Association for the purpose of negotiations.
- 6.15 **SOCCCD: Basic Aid Allocation for Conversion to Canvas Learning Management System, Faculty Conversion to Canvas One-Time Stipends**  
Approve Basic Aid Allocation of \$3,679,421 for the Canvas LMS conversion faculty stipends costs.

## **7.0 REPORTS**

- 7.1 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**  
None
- 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: Facilities Plan Status Report.**  
Status of current construction projects.
- 7.4 **SOCCCD: Monthly Financial Status Report**  
The reports display the adopted budget, revised budget and transactions through June 30, 2017.
- 7.5 **SOCCCD: Quarterly Financial Status Report**  
Report for the quarter ending September 30, 2017.
- 7.6 **SOCCCD: Basic Aid Report**  
Report for the quarter ending September 30, 2017
- 7.7 **SOCCCD: Retiree (OPEB) Trust Fund**  
Report for the periods ending July 31, 2017 and August 31, 2017.

## **8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

Chancellor and College Presidents written reports are included for information.

***Speakers are limited to two minutes each.***

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

## **9.0 ADDITIONAL ITEMS**

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

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Saddleback College and Irvine Valley College present their Basic Skills Initiative (BSI) / Student Equity Program (SEP) / Student Success and Support Program (SSSP) 2017- 2019 Integrated Plan

**ACTION:** Review and Study

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## **BACKGROUND**

The California Chancellor's Office provided categorical funds to colleges to support the Basic Skills Initiative (BSI), Student Equity Program (SEP) and Student Success and Support Program (SSSP). Collectively, Saddleback College and Irvine Valley College receive \$8,291,942 annually to support the program objectives. BSI funding (Saddleback: \$250,688; Irvine Valley: \$187,198) is provided to improve outcomes for students placing into ESL or basic skills math or English. Student Equity Program funding (Saddleback: \$1,261,405; Irvine Valley: \$668,096) is provided to increase access, course completion and degree, certificate and transfer for disproportionately impacted populations. Student Success and Support Program funding (Saddleback: \$3,232,937 for credit, \$124,912 for noncredit; Irvine Valley: \$2,557,260 for credit, for \$8,936 for noncredit) is to provide core matriculation services of orientation, assessment, counseling, develop academic plans and at risk follow up.

Historically, each program has submitted individual plans describing how the college will meet individual program objectives. To increase efficiency and breakdown silos, colleges are now required to submit a two-year integrated plan describing how program objectives will be achieved. Colleges are required to establish measurable goals supporting program objectives. Every goal must have at least two programs working toward that goal, and every program must be working toward at least one goal. Saddleback College and Irvine Valley College established goals that align with their respective strategic college goals and guided pathways principles. Saddleback College (Exhibit A, pages 1-42) and Irvine Valley College (Exhibit B, pages 1-49) have written their plans and vetted the plans through the college's shared governance processes.

## **STATUS**

Saddleback College (Exhibit A-page 1 – 42) and Irvine Valley Colleges (Exhibit B, pages 1 – 49) have written their plans. These plans are being submitted for the Board of Trustees to review this month, and will be placed on next month's agenda for approval. The deadline to submit the plans to the California Community College Chancellor's Office is December 15, 2017.

Item Submitted By: *Dr. Gregory Anderson, President, Saddleback College and Dr. Glenn Roquemore, President, Irvine Valley College*

# Saddleback College Integrated Plan 2017-2019



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## ***Integrated Plan 2017-2019 - Summary***

The Saddleback College Integrated Plan plays an important role in fostering completion and successful outcomes. Specifically the plan contains five goals which focus on braiding together Basic Skills, Student Equity and Student Success and Support Programs and further aligns with our college's Strategic Plan and suggests links to the Guided Pathway Initiative.

### **GOALS FOR 2017-2019**

**Goal 1:** Identify non-academic barriers to course completion and increase services to assist students in overcoming these barriers

**Goal 2:** Increase access and use of college support programs

**Goal 3:** Increase completion of transfer-level Math and English courses

**Goal 4:** Increase student completion of career technical and non-credit certificates, two year degrees and transfers

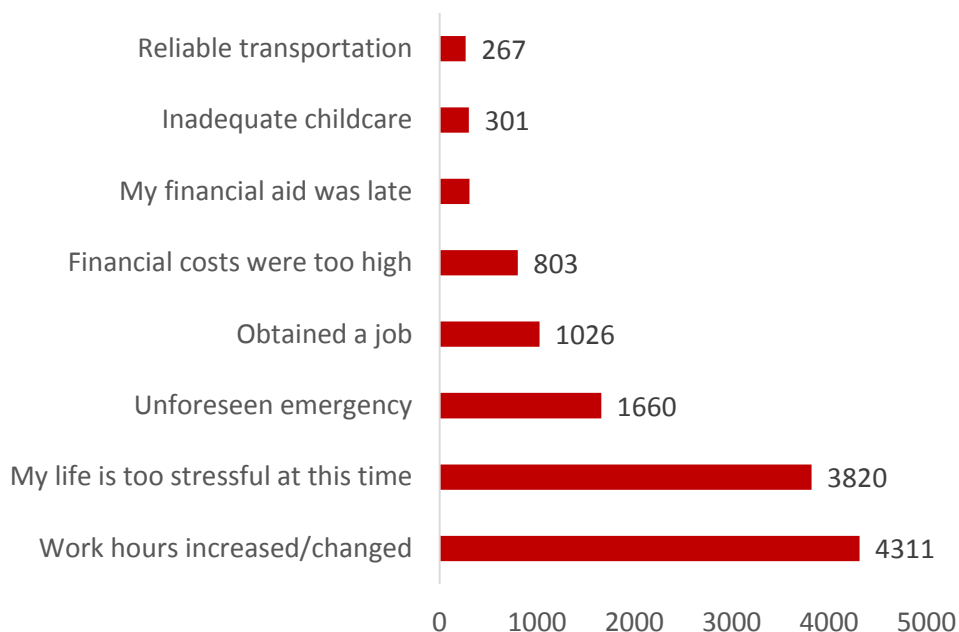
**Goal 5:** Increase the successful outcomes for disproportionately impacted students

#### Operationalization and Setting of Targets for Integrated Plan Goals

#### **Goal 1: Identify non-academic barriers to course completion and increase services to assist students in overcoming these barriers**

<b>Definition and KPI</b>	Non-academic barriers include structural, social, emotional and cognitive challenges that students face outside the classroom, including but not limited to: food insecurities, homelessness, and external jobs and responsibilities.  The KPI for this goal is to establish a baseline of the top 5 non-academic barriers in year 1 and to hold focus groups to determine how services can be deployed to move the needle on retention.
<b>Strategic Plan</b>	Strategic Plan Goal 2.1: Increase student completion rates (degrees, certificates, and transfers) while preserving access, enhancing quality and closing the achievement gap.
<b>Suggested Guided Pathways Link</b>	Guided Pathways Pillar 3: Help students stay on a path
<b>Target Definition</b>	Findings from Student Drop Survey on the top five reasons for dropping a course. Develop action items from focus groups about the top five non-academic barriers to assist students to address course retention.

### Course Drop Survey: Non-Academic Barriers Cited by Students Spring 2016 - Fall 2017



## Goal 2: Increase access and use of college support programs

### Definition and KPI

Access is defined as the percentage of the first-time student population applying for college at Saddleback indicating need of special services.

Support programs are defined as the number of students participating in key activities, such as orientation and tutoring.

The KPI for access is the percentage of students from special population who indicated needing services on their CCC apply application. The KPI for support is the number of students getting orientation, counseling and tutoring.

### Strategic Plan

Strategic Plan Goal 2.1: Increase student completion rate (degrees, certificates, and transfer) while preserving access, enhancing quality and, and closing achievement gaps.

### Suggested Guided Pathways Links

Access - Guided Pathways Pillar 1: Clarify the path  
Support - Guided Pathways Pillar 3: Help students stay on a path

### Target Definition

There will be an increase from prior year in access and support indicators.



Access: Percent of Special Populations Applying to SC	Fall 2015	Fall 2016	Fall 2017
DSPS*	3.69%	3.16%	4.57%
Veterans*	3.23%	3.09%	3.03%
Foster Youth	1.24%	1.03%	1.27%
Cal Works*	4.00%	4.19%	4.31%
Age 15-17	12.2%	11.5%	13.2%
<b>Totals</b>	<b>24.3%</b>	<b>22.9%</b>	<b>26.3%</b>

\*First-time students indicating need on application  
Source. SOCCCD Data Warehouse Applications data.

Support: Orientation and Tutoring at SC	2014-2015	2015-2016	2016-2017
Orientations	7,238	8,269	8,094
Basic Skills Tutoring	323	759	930
<b>Totals</b>	<b>7,561</b>	<b>9,028</b>	<b>9,024</b>

*\*Academic Year - Summer, Fall, Spring following the CCCO allocation formula*

### Goal 3: Increase completion of transfer-level Math and English courses

<b>Definition</b>	The percentage of students who successfully complete transfer-level courses in Math and English within one year (Scorecard definition).
<b>Strategic Plan</b>	Strategic Plan Goal 2.1: Increase student completion rate (degrees, certificates, and transfer) while preserving access, enhancing quality and, and closing achievement gaps.
<b>Suggested Guided Pathways Link</b>	Guided Pathways Pillar 4: Ensure that students are learning

## Target Definition

Based upon cohorts on the CCCO Scorecard, there will be an increase in 1-year completion rates for transfer-level math and English by 2018-2019.

Year	Cohort	1-Yr Completers		1-Yr Completion Rate	
		English	Math	English	Math
2011-2012	1309	689	180	52.64%	13.75%
2012-2013	1290	654	167	50.70%	12.95%
2013-2014	1162	609	188	52.41%	16.18%
2014-2015	1283	593	281	46.22%	21.90%
2015-2016	1262	627	310	49.68%	24.56%
2016-2017	1469	796	317	54.19%	21.58%
2018-2019 (target)				54.60%	22.00%

## Goal 4: Increase student completion of career technical and non-credit certificates, two year degrees and transfers

### Definition

2-year completion rate for degrees, career technical and non-credit certificates, and transfers for first-time college students who attempted Math or English and attempted at least 6 credit units within 2-years.

Note: 2-year transfer rate is calculated as less than 2.5 years from first enrollment date at SC to first enrollment date at 4-year institution.

### Strategic Plan

Strategic Plan Goal 2.1: Increase student completion rate (degrees, certificates, and transfer) while preserving access, enhancing quality and, and closing achievement gaps.

### Suggested Guided Pathways Link

Guided Pathways Pillar 4: Ensure that students are learning

### Target Definition

For all metrics besides transfer-outs and SPAR (both of which are affected by data issues with the National Student Clearinghouse) we predict a 1% increase by the end of the Integrated Planning cycle.

Cohort Yr	Actuals		Target
	2010-2011	2014-2015	2018-2019
Transfer			
Prepared	6.61%	7.76%	8.76%
Transfer	14.94%	13.18%	13.50%
Award Rate	5.15%	6.52%	7.52%
Certificate Rate	5.06%	6.37%	7.37%
Degree Rate	2.58%	3.73%	4.73%
SPAR	19.06%	18.08%	18.08%

## Goal 5: Increase the successful outcomes for disproportionately impacted students

### Definition

Successful course completion of college-level course in each fall term. For ethnic groups that are more than 6% lower in success, there is a disproportionate impact.

### Strategic Plan

Strategic Plan Goal 2.1: Increase student completion rate (degrees, certificates, and transfer) while preserving access, enhancing quality and, and closing achievement gaps.

Strategic Plan Goal 2.3 Increase opportunities for student engagement inside and outside of the classroom, evidenced by co-curricular participation, student services, and instructional support.

### Suggested Guided Pathways

Guided Pathways Pillar 3: Help students stay on a path

Guided Pathways Pillar 4: Ensure that students are learning

### Target Definition

By 2019, there will be fewer ethnic groups that are more than 6% lower than the top performing ethnic group in college-level course completion than in 2017.

Difference from Highest Performing Group



Ethnicity Group	Fall 2013	Fall 2014	Fall 2015	Fall 2016
Asian	69.8%	73.6%	73.0%	74.1%
White, Non-Hispanic	67.8%	70.0%	71.9%	70.4%
Decline to State	67.1%	68.2%	65.8%	64.9%
Native American	68.9%	61.3%	73.1%	59.8%
Mixed Ethnicity	63.8%	64.9%	67.3%	65.7%
Hispanic/Latino	62.1%	62.8%	63.8%	63.2%
Pacific Islander	71.3%	60.4%	56.2%	60.2%
African American	53.2%	56.8%	59.3%	52.8%
Middle Eastern	66.7%	53.8%	33.0%	0.0%
Grand Total	66.3%	68.1%	69.7%	68.4%

## ***Part I – Deadlines and Important Information***

- Submission deadline: December 15, 2017
- The 2017-19 Integrated Plan will cover two years. The budget plan will reflect the 2017-18 allocations.
- Integrated fiscal reports will be required on an annual basis.
- All programmatic and student outcome data will be collected via existing MIS reporting.
- No additional data submissions are required.
- Colleges are encouraged to align integrated program plans with their college and district strategic plans/education master plans.
- Identify one individual and an alternate to serve as the point of contact for your college.

## **PROGRAM INTEGRATION**

The integrated SSSP/Student Equity/BSI program model promotes integrated planning and program coordination at the district and college levels. The three programs retain separate requirements as specified in Education Code and title 5 regulations; these requirements are built into the Integrated Plan to ensure compliance with applicable law and regulations. In the coming years, the Chancellor's Office intends to pursue changes in Education Code and title 5 regulations to achieve even greater integration and alignment of the three programs in subsequent planning cycles.

Plans are to be developed in consultation with students, staff, administrators, faculty, Academic Senate, and members of the community as appropriate. Your plan must be adopted by the governing board of the community college district and submitted to the Chancellor's Office by December 1, 2017. A separate plan must be submitted for each college in the district.

## DATA-DRIVEN PLANNING

An effective plan is grounded in data. In developing your integrated plan, refer to existing data from your previous plans, additional statewide data, and/or data collected at your colleges.

The Chancellor's Office will explore and develop mechanisms and tools over the coming months to assist and support colleges in their data analysis effort, although colleges should proceed with existing resources to complete the 2017-19 plan. Areas of focus for these new tools will include access and completion for basic skills, workforce and CTE, and transfer level courses.

Although you are not required under this plan to submit your data, analysis, and each goal you set, Education Code requires that you analyze data and develop goals to address the following and to retain that information as part of your institutional records:

- Goals for the general population and for identified student groups, disaggregated by gender, as well as activities designed to address disproportionate impact using one of the Chancellor's Office-approved methodologies. Education Code requires that colleges analyze data for the following student groups and, if appropriate, develop subgroup-specific goals: current or former foster youth, students with disabilities, low-income students, veterans, American Indian or Alaskan Native, Asian students, black or African American, Hispanic or Latino, Native Hawaiian or other Pacific Islander, white, some other race, and more than one race.
- Success rates for students with basic skills needs using Basic Skills Cohort Tracker data that show (1) the number of students successfully transitioning to college-level mathematics and English courses, and (2) the time it takes students to successfully transition to college-level mathematics and English courses.

In addition, the following data should inform your planning:

- Trends for incoming students related to engagement in the following activities: (1) orientation, (2) assessment, and/or (3) education planning.
- The number of students on academic or progress probation, referred to follow-up interventions or services, and successfully moved from probation—disaggregated into the student groups that must be included in your disproportionate impact analysis.
- The number of noncredit CDCP certificates awarded, if applicable.
- Noncredit course success data, such as the percentage of students earning a grade of pass (P) or satisfactory progress (SP), if applicable.
- The number of students who transition from noncredit to credit.

## Part II – Program Goals and Planning

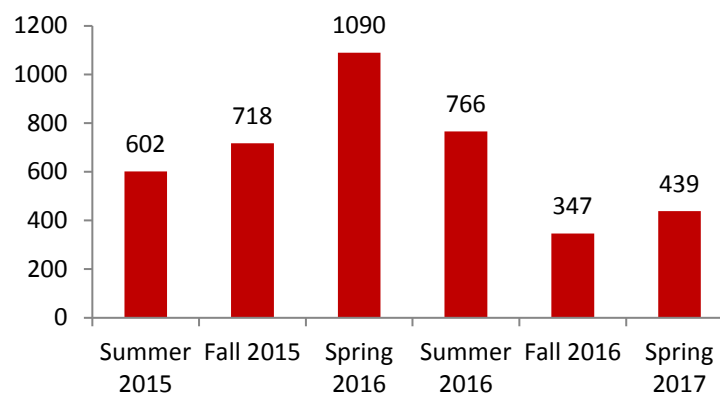
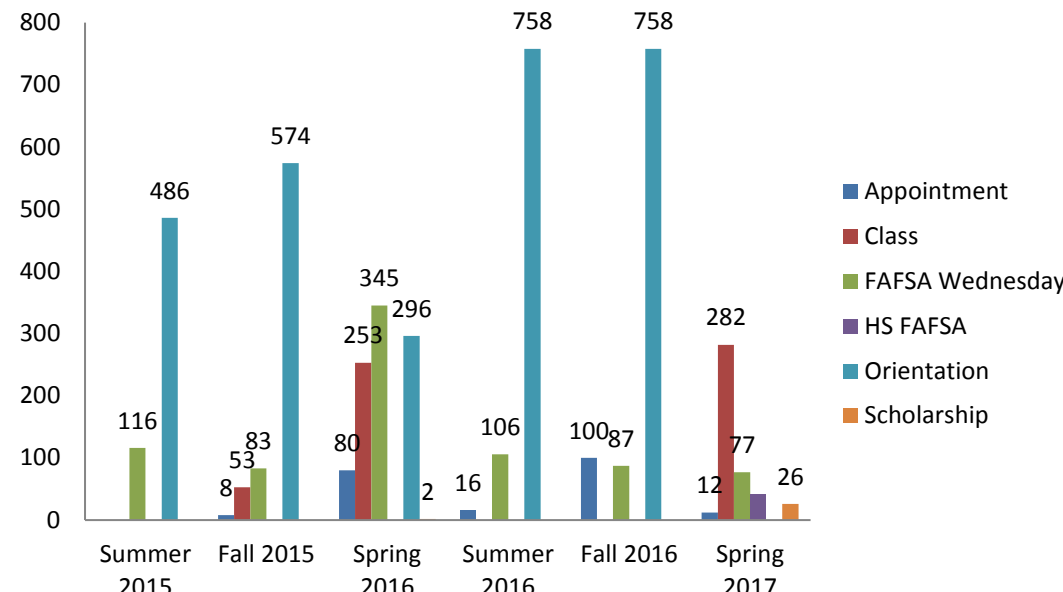
### PREVIOUS ACCOMPLISHMENTS

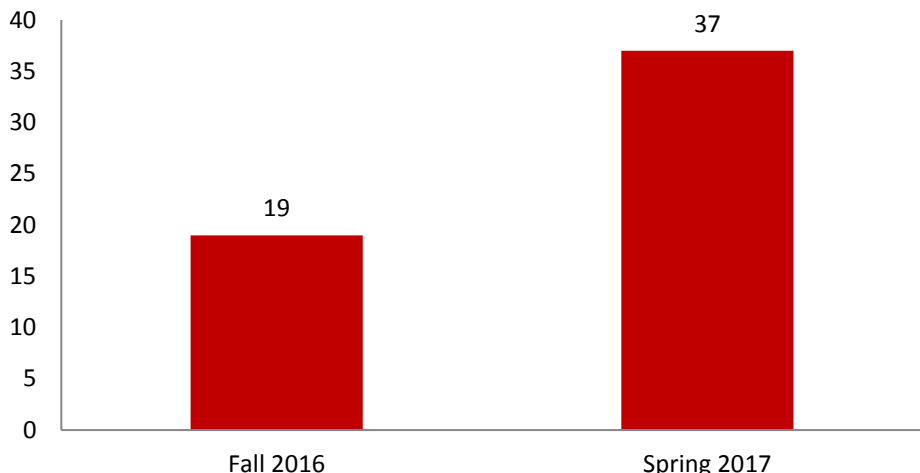
Questions 1 & 2 focus on what you **have accomplished during the 2015-16 planning cycle.**

1. Assess your college's previous program efforts:
  - a. In the table below, list progress made toward achieving the goals outlined in your 2015-16 SSSP, Student Equity, and BSI plans. Expand the table as needed so that all of your goals are included.

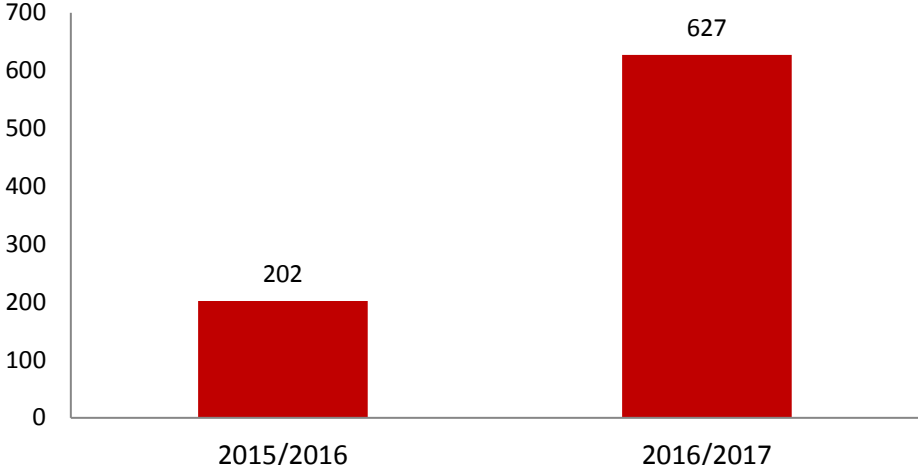
**Table 1 - 2015-2016 Goals and Progress**

Student Equity							
<b>GOAL</b>	A.2/A.3 To improve access for the following target populations identified in the college research as experiencing disproportionate impact: economically disadvantaged students and veteran students.						
<b>PROGRESS</b>	<p>A VETS Program Outreach Specialist, an Outreach Specialist, and outreach and financial aid ambassadors were hired to provide Saddleback College information to the disproportionately impacted students through orientations and workshops.</p> <div style="text-align: center;"> <p>Number of VETS Orientation Attendees</p> <table border="1"> <thead> <tr> <th>Term</th> <th>Number of Attendees</th> </tr> </thead> <tbody> <tr> <td>Fall 2016</td> <td>95</td> </tr> <tr> <td>Spring 2017</td> <td>112</td> </tr> </tbody> </table> </div>	Term	Number of Attendees	Fall 2016	95	Spring 2017	112
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GOAL	<b>B.1 To improve course completion for the following target populations: African Americans experiencing a disproportionate impact, as identified through institutional research.</b>																																																															
PROGRESS	<p>In 2016 a faculty member in the Math department deployed Smart Pen Technology to assist students with classroom learning. Students have reported that the material created with the pens have been useful in the classroom. In Spring 2017, 71 percent of students used the lecture notes created with the pens and 93 percent used sample exams created with the pens.</p> <p>Funding allowed faculty and staff to attend various professional development opportunities from 2015-2017. Overall, attendees reported positive feedback on these events.</p>																																																															

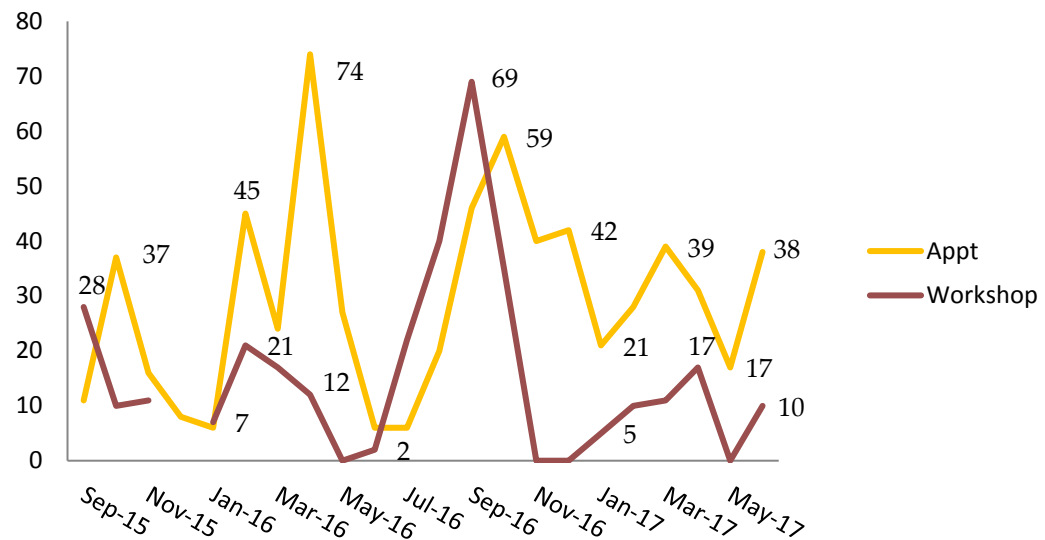
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GOAL	<b>C.2 To improve ESL and/or Basic Skills completion for African American students (Basic Skills in English and Math), Pacific Islander (Basic Skills in English); and Hispanic (Basic Skills in Math) student populations experiencing a disproportionate impact, as identified through institutional research.</b>												
PROGRESS	<p>An Academic Intervention Team (AIT) was developed to address improve ESL and Basic Skills completion, which included hiring a part-time project specialist to coordinate activities with the targeted population. The project specialist meets with students multiple times a term. We are in the process of hiring a permanent part-time Learning Assistant Specialist for this initiative.</p> <p style="text-align: center;">Number of AIT Students</p>  <table><caption>Number of AIT Students</caption><tr><th>Term</th><th>Number of AIT Students</th></tr><tr><td>Fall 2016</td><td>19</td></tr><tr><td>Spring 2017</td><td>37</td></tr></table>	Term	Number of AIT Students	Fall 2016	19	Spring 2017	37						
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<b>GOAL</b>	<b>To improve the degree and certificate completion for the following target populations identified in the college research as experiencing a disproportionate impact: older students, such as Veterans and non-traditional students.</b>						
<b>PROGRESS</b>	<p>Part-time Veteran student counselors were hired to provide counseling services to Veteran students. These three counselors allow for increased numbers of students served and improved quality of services. Counseling appointments from two of the counselors are below:</p> <p style="text-align: center;"><b>Number of Counseling Appointments</b></p>  <table border="1"> <thead> <tr> <th>Academic Year</th> <th>Number of Counseling Appointments</th> </tr> </thead> <tbody> <tr> <td>2015/2016</td> <td>202</td> </tr> <tr> <td>2016/2017</td> <td>627</td> </tr> </tbody> </table> <p>Provided orientation sessions targeted to incoming and continuing Veteran students, economically disadvantaged, and non-traditional students. (This data was included in Access A2/A3).</p>	Academic Year	Number of Counseling Appointments	2015/2016	202	2016/2017	627
Academic Year	Number of Counseling Appointments						
2015/2016	202						
2016/2017	627						
<b>GOAL</b>	<b>E2. To improve the transfer rates for the following target populations identified in the college research as experiencing a disproportionate impact: Hispanic students.</b>						
<b>PROGRESS</b>	<p>Through the CLASE (Chicano, Latino, Access, Success &amp; Empowerment) Transfer Mentor Program, counselors were hired specifically to assist Hispanic students with transfer goals as well as a Lead Mentor and secondary mentors to provide support and services, and to host tours to potential transfer schools. Mentors invite new students to an orientation to meet other students, learn about the requirements for transfer, take a tour of the library, tutoring center and student services center and to sign up for a small mentoring group. In addition, Chicano/a-Latino/a student with Spanish speaking parents are included in a summer transfer overview meeting conducted in Spanish (<i>Una Tarde: Éxitos</i>). The student, parents and siblings are invited. The inaugural <i>Éxitos</i> event by the Transfer Center included a Spanish-speaking counselor from the Transfer Center to answer transfer related questions of a technical nature. Regular and frequent meetings are arranged between mentors and small groups of mentees to establish a sense of belonging to the campus and to check in on progress with academic and social adjustment to community college. From July 2015 to July 2017 the CLASE program has made contact 979 times with 269 unique students through appointments and workshops. A total of 83 students</p>						

have taken part in the program. Almost a dozen students have made it through the program and successfully transferred.

Number of CLASE Appointments and Workshops



### Basic Skills Initiative

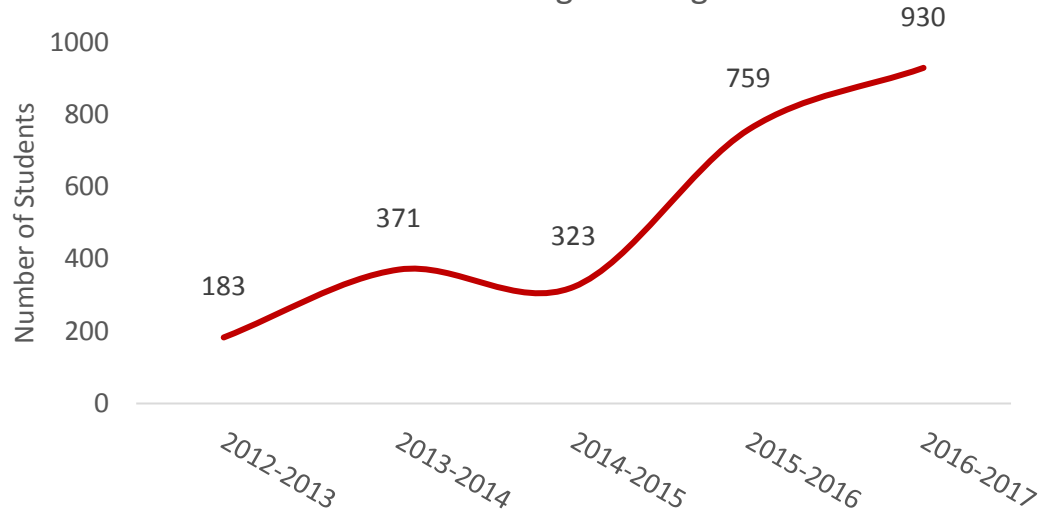
#### GOAL

To increase the use of tutorial services among basic skills math and English students.

#### PROGRESS

BSI support for the tutoring center led to increases in overall positive attendance and headcount in the following year.

Basic Skills Students Using Tutoring Services



<b>GOAL</b>	<b>To improve relationships with feeder high schools so that faculty at high schools better understand the demands of English and Math courses.</b>
<b>PROGRESS</b>	While the English Professional Learning Council (PLC) has taken off in number and attendance, math PLCs will be under consideration for funding in fall, 2018.
<b>GOAL</b>	<b>To increase opportunities for professional development among faculty who teach basic skills courses.</b>
<b>PROGRESS</b>	BSI funded an Academic Reading and Writing Practicum, along with workshops for faculty to improve best practices. These have continued on for two additional years.

### Student Success and Support Program

**GOAL** The goal of the Student Success and Support Program is “to ensure that all students complete their courses, persist to the next academic term, and achieve their educational objectives through the assistance of student directed components of the SSSP process: orientation, assessment, counseling, educational planning and at risk follow-up for students facing probation or dismissal.”

**PROGRESS** Freshman Advantage Program: Nonexempt freshmen who complete SSSP services by a specified deadline are rewarded with a priority registration time between mandated priority groups and continuing students. Students who qualify for the program succeed and persist at higher rates across all students groups.

Term	Qualified for FA (First-Time College)
Fall '14	1,500
Fall '15	1,636
Fall '16	1,603
Fall '17	1,438

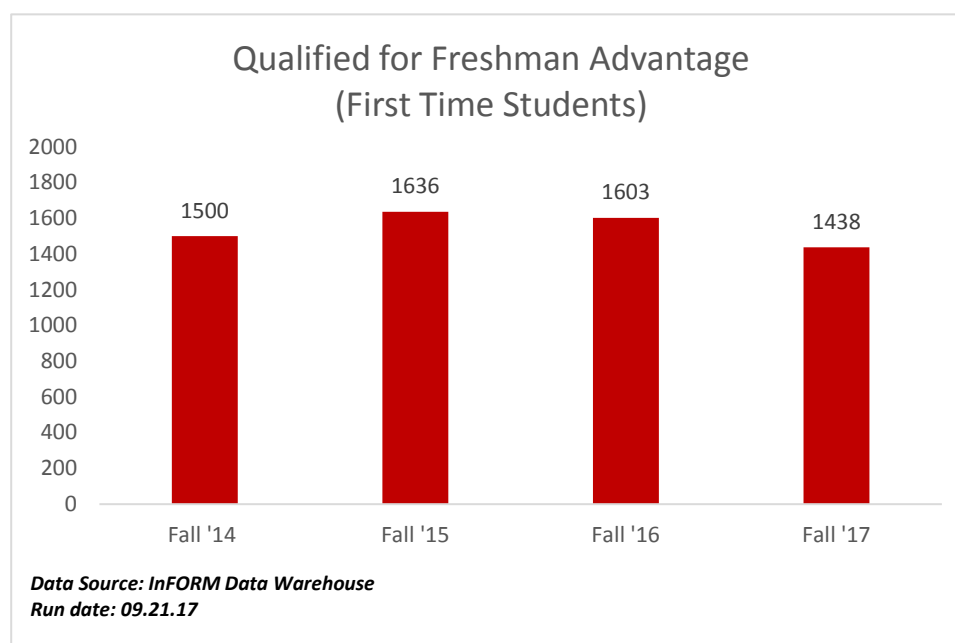
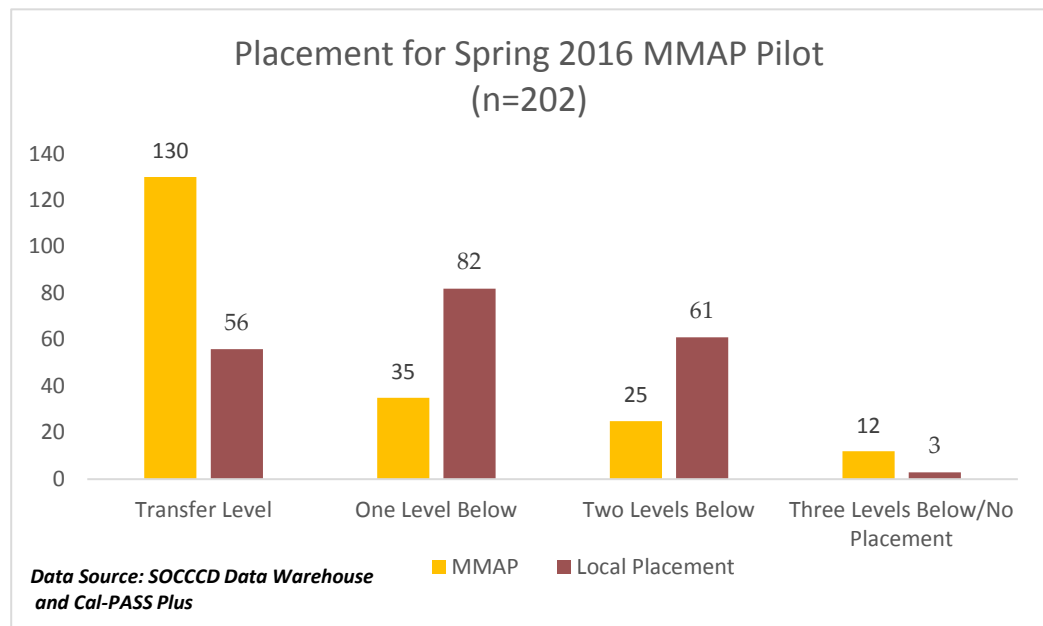


Figure 1

<b>GOAL</b>	<b>Provide onsite counseling at service area high schools.</b>																
<b>PROGRESS</b>	<p>To support efforts to increase relationships with the college's service area high schools, increase concurrent enrollment and attract a larger number of high school seniors into our Freshman Advantage Program a Saddleback College counselor is assigned to provide direct counseling at each of our 10 area high schools. Ten area feeder high schools allow for Saddleback College counselors to spend up to 10 hours a week providing direct counseling to high school students with a focus on high school seniors and becoming fully matriculated through the Freshman Advantage Program.</p>																
<b>GOAL</b>	<b>Provide orientation to every nonexempt student.</b>																
<b>PROGRESS</b>	<p>1. Online Orientation is offered to credit students through Comevo (software).  2. In-person group orientations are also provided to credit students.  3. Week of Workshops (WOW) is an optional in-person, just-in-time orientation targeting incoming freshmen. This orientation is a campus effort involving students, staff, and faculty.  4. In-person group orientation is provided to all non-credit students enrolling in noncredit ESL courses.</p> <table border="1"> <thead> <tr> <th>*Academic Year</th><th># of Orientations Completed</th></tr> </thead> <tbody> <tr> <td>2014-2015</td><td>7,238</td></tr> <tr> <td>2015-2016</td><td>8,269</td></tr> <tr> <td>2016-2017</td><td>8,094</td></tr> </tbody> </table> <p><i>*Academic Year - Summer, Fall, Spring following the CCCO allocation formula</i></p> <div data-bbox="446 1155 1404 1774"> <p style="text-align: center;"><b>Orientation Services Provided by Academic Year</b></p> <table border="1"> <caption>Orientation Services Provided by Academic Year</caption> <thead> <tr> <th>Academic Year</th> <th># of Orientations Completed</th> </tr> </thead> <tbody> <tr> <td>2014-2015</td> <td>7,238</td> </tr> <tr> <td>2015-2016</td> <td>8,269</td> </tr> <tr> <td>2016-2017</td> <td>8,094</td> </tr> </tbody> </table> <p><i>Data Source: Data Mart CCCCO Run date: 09.21.17</i></p> </div>	*Academic Year	# of Orientations Completed	2014-2015	7,238	2015-2016	8,269	2016-2017	8,094	Academic Year	# of Orientations Completed	2014-2015	7,238	2015-2016	8,269	2016-2017	8,094
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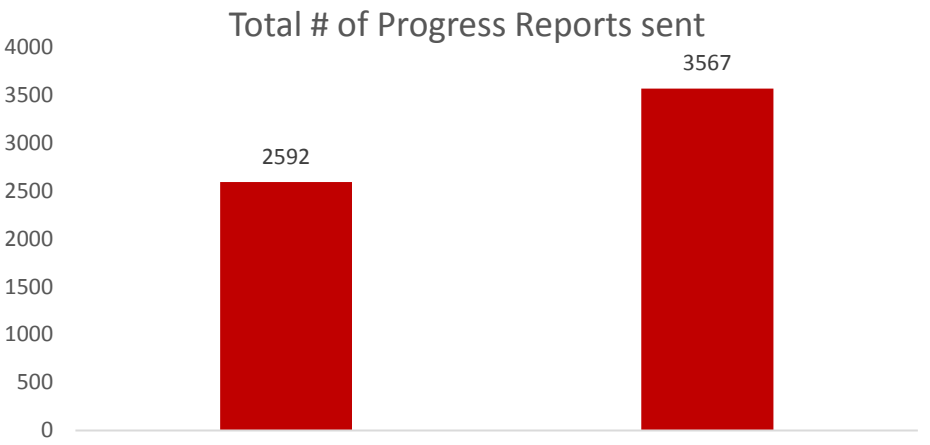
GOAL	Provide assessment and placement to all students.															
PROGRESS	<p>CTEP assessment is offered for English course placement; the CELSA assessment is offered for ESL course placement for both credit and non-credit courses; and MDTP is used for math course placement.</p> <p>Saddleback College is conducting two pilot studies of the MMAP with students enrolled in our Counseling 100 class offered to high school seniors at every high school in CUSD and SVUSD.</p> <table><tr><th>Assessment Tool</th><th>AY 14-15</th><th>AY 15-16</th></tr><tr><td>CTEP Reading</td><td>6169</td><td>6047</td></tr><tr><td>CTEP Sentence and Syntax</td><td>6135</td><td>6055</td></tr><tr><td>CTEP Sentence and Grammar</td><td>6135</td><td>6049</td></tr><tr><td>MDTP</td><td>6930</td><td>7347</td></tr></table> <div><p>Assessment Instrument by Academic Year</p><p><i>Data Source: Data Mart CCCCO</i> <i>Run date: 09.21.17</i></p><p>■ AY 14-15 ■ AY 15-16</p></div>	Assessment Tool	AY 14-15	AY 15-16	CTEP Reading	6169	6047	CTEP Sentence and Syntax	6135	6055	CTEP Sentence and Grammar	6135	6049	MDTP	6930	7347
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MM Placement		Local Placement (CTEP)				Total
		Transfer Level	One Level Below	Two Levels Below	No Placement	
	Transfer Level	43	53	31	2	130
	One Level Below	5	13	16	1	35
	Two Levels Below	4	10	11	0	25
	Three Levels Below	3	6	3	0	12
	<b>Total</b>	<b>56</b>	<b>82</b>	<b>61</b>	<b>3</b>	<b>202</b>



Note: Transfer-level Placement under MMAP and Test-only models.

<b>GOAL</b>	<b>Provide counseling and comprehensive semester by semester educational planning services.</b>																
<b>PROGRESS</b>	<p>Students complete their initial, abbreviated academic plan in MAP (My Academic Plan) prior to enrolling. A MAP (My Academic Plan) Lab was opened in SSC 166. Students are able to stop by Monday through Thursday from 8 am to 7 pm and complete their Comprehensive Academic Plan with a counselor.</p> <table border="1"> <thead> <tr> <th>*Academic Year</th><th>Comprehensive and Abbreviated Plans Completed</th></tr> </thead> <tbody> <tr> <td>14-15</td><td>15,430</td></tr> <tr> <td>15-16</td><td>13,239</td></tr> <tr> <td>16-17</td><td>16,026</td></tr> </tbody> </table> <p><b><i>*The counts above represent students who completed an abbreviated plan or completed both a comprehensive and abbreviated plan</i></b></p> <div data-bbox="441 808 1396 1379"> <p style="text-align: center;"><b>Comprehensive and Abbreviated Plans by Academic Year</b></p> <table border="1"> <thead> <tr> <th>Academic Year</th> <th>Plans Completed</th> </tr> </thead> <tbody> <tr> <td>14-15</td> <td>15,430</td> </tr> <tr> <td>15-16</td> <td>13,239</td> </tr> <tr> <td>16-17</td> <td>16,026</td> </tr> </tbody> </table> <p><b><i>Data Source: Data Mart CCCC (MIS SS File)</i></b> <b><i>Run date: 09.21.17</i></b></p> </div>	*Academic Year	Comprehensive and Abbreviated Plans Completed	14-15	15,430	15-16	13,239	16-17	16,026	Academic Year	Plans Completed	14-15	15,430	15-16	13,239	16-17	16,026
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<b>GOAL</b>	<b>Provide support services for students on probation or at risk of probation/dismissal</b>												
<b>PROGRESS</b>	<p>The college implemented <b>Progress Report</b> homegrown early alert software. This system allows instructors to easily send concern or positive reinforcement messages to students. The messages are viewable by select staff and counselors. Counselors are then able to provide <b>intrusive advising</b>.</p> <p>Academic and Progress Probation workshops are offered by counselors.</p> <p>Students who are put on academic probation and/or progress probation for the first time receive a Probation Hold (PB) and are required to attend a first time probation workshop or meet with a counselor in an individual counseling appointment.</p> <table border="1" data-bbox="370 642 1414 804"> <thead> <tr> <th>Total Number of Progress Reports Sent</th><th>Count of # Progress Report</th></tr> </thead> <tbody> <tr> <td>Fall 2016</td><td>2,592</td></tr> <tr> <td>Spring 2017</td><td>3,567</td></tr> <tr> <td><b>Grand Total</b></td><td><b>6,159</b></td></tr> </tbody> </table> <div data-bbox="446 869 1403 1444"> <p style="text-align: center;">Total # of Progress Reports sent</p>  <p style="text-align: center;">Data Source: InFORM Data Warehouse Run date: 09.21.17</p> </div> <table border="1" data-bbox="370 1512 1446 1593"> <thead> <tr> <th>Total Number of Students</th><th>Unduplicated Count of Student</th></tr> </thead> <tbody> <tr> <td>Academic Year (fall and spring)</td><td>2,749</td></tr> </tbody> </table>	Total Number of Progress Reports Sent	Count of # Progress Report	Fall 2016	2,592	Spring 2017	3,567	<b>Grand Total</b>	<b>6,159</b>	Total Number of Students	Unduplicated Count of Student	Academic Year (fall and spring)	2,749
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<b>GOAL</b>	<b>Increase the number of noncredit Adult Education ESL counseling appointments</b>								
<b>PROGRESS</b>	<p>Counseling and the ESL and AESL department worked closely together to develop and deliver effective specialized admission, SSSP, and enrollment services. One of the primary objectives is to reduce exit points. Bilingual counseling in Spanish and Farsi is offered daily at the new off-campus Adult Education ESL (AESL) support services sites to help students understand and complete these processes.</p> <table> <tr> <th><b>Services</b></th><th><b>Summer 2017</b></th></tr> <tr> <td>Non Credit Orientation</td><td>251</td></tr> <tr> <td>Non Credit Advisement</td><td>76</td></tr> <tr> <td>Non Credit Ed Planning</td><td>85</td></tr> </table>	<b>Services</b>	<b>Summer 2017</b>	Non Credit Orientation	251	Non Credit Advisement	76	Non Credit Ed Planning	85
<b>Services</b>	<b>Summer 2017</b>								
Non Credit Orientation	251								
Non Credit Advisement	76								
Non Credit Ed Planning	85								

- b. To what do you attribute your overall success or lack thereof? (This answer can be in narrative or bullet; 100 words maximum)**

We attribute our overall success to the use of a transparent, participatory governance model, which includes leadership from the ranks of faculty, staff, administrators and students. We also invest in research to foster dialogue around data for decision-making. All the activities and interventions supported by the three programs were based on literature in the field and data, as recommended by statewide movements and findings (such as the RP Group's "Student Success (Re)defined"). Examples of supported projects include institutionalization of Comprehensive Plan holds, elimination of non-academic barriers for student success, and increasing the use of embedded tutoring in all courses.

- c. In the table below, identify one goal from your 2015-16 plans that intersects SSSP, Student Equity, and BSI and describe the integration activities. (Note: For the 2017-19 plan, integrated goals are required.)**

Table 2 - 2015-2016 Intersection of goals

Goal	Activities in each program that serve the goal listed		
	SSSP	Student Equity	BSI
Increase course completions in transfer-level math and English courses.	Use of "Refresh" program that supports higher English/math placements for incoming students, adoption of MMAP from feeder high schools, intrusive counseling for English and math to ensure first-semester enrollment.	Increase embedded tutoring, support Directed Learning Activities, intrusive counseling (including educational planning, etc.) for disproportionately impacted groups.	Increase in the number of hours, staffing, and availability of tutors who support transfer-level math and English in the Tutoring Center.

- 2. Describe one strategy or activity that your college has implemented that is resulting in significant gains in student completion or closing of achievement gaps. The Chancellor's Office will use this information to assist in dissemination of effective practices to other colleges.**

The college has nearly doubled the number of student hours for the Tutoring Center; our institutional research indicates that students who attend six or more hours of tutoring have significantly better course success rates (76.9% in tutoring vs. 72.9% not tutored) and next-term persistence rates (93.5% in tutoring vs. 77.9% not tutored) than their counterparts that did not attend tutoring. These findings are not only significantly different but have broad scale: our Tutoring Center reaches several thousand students, and more than 1,400 students attend more than six hours of tutoring each major term.

## FUTURE PLANS

*Questions 3-8 address the 2017-19 planning cycle.*

3. Establish integrated student success goals to be completed/achieved by June 30, 2019, along with corresponding activities designed to achieve those goals. Goals must be outcomes-based, using system-wide outcomes metrics. For example:
- Basic skills completion, including, but not limited to, (1) increasing the number of students successfully transitioning to college-level mathematics and English courses, and 2) reducing the time it takes students to successfully transition to college-level mathematics and English courses.
  - Closing achievement gaps for disproportionately impacted groups.
  - Improving success rates in degree attainment, certificate attainment, and transfer.
  - Improved identification of and support for students at-risk for academic or progress probation.
  - Deeper collaborations with high school districts, workforce agencies, or other community partners, particularly to increase students' college and job readiness  
Improved noncredit student success for those with noncredit offerings (e.g., CDCP certificates awarded, course success, and noncredit-to-credit transition)

Select five integrated goals for the period covering this plan and complete the following table, showing how each goal connects across programs as well as the activities/steps you will implement to achieve each goal (Note: not all cells are required to be completed for each goal, but goals should cross at least two programs). Include at least one goal for each of three programs: Student Success and Support Program (core services), Student Equity, and Basic Skills.

Complete the table on the next page. Add rows as needed to list all five goals.

Table 3 – Integrated Goals

Goal	Activities in each program that serve the goal listed			Goal Area
	SSSP	Student Equity	BSI	
Identify and evaluate non-academic barriers to course completion.	Utilize progress report data to identify non-academic barriers.	Provide direct student support, such as grocery cards, transportation cards, and textbook cards for economically disadvantaged students.	Provide workshops for faculty to teach accelerated courses in English in order to shorten the path to transfer; workshops emphasize affective and non-academic barriers to success.	<input type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input type="checkbox"/> Transfer <input type="checkbox"/> ESL/Basic Skills Completion <input type="checkbox"/> Degree & Certificate Completion <input type="checkbox"/> Other
Increase access and use of college support programs	During new student orientations, provide in-person tours to support and highlight student services. Saddleback Generalist Counselors to speak in all twelfth grade high school classes in Capo Unified and Saddleback Unified school districts	Continue to fund Outreach Specialists for economically disadvantaged and Veteran Students  Continue to fund Financial Aid Specialist and Ambassadors to conduct financial literacy classes and assist in the application process.	Increase tutoring in all subjects, including Basic Skills and transfer-level math and English courses.	<input type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input type="checkbox"/> Transfer <input type="checkbox"/> ESL/Basic Skills Completion <input type="checkbox"/> Degree & Certificate Completion <input type="checkbox"/> Other
Increase completion of transfer-level Math and English courses	Counseling Division will begin embedded counseling in spring 2018. “15 to Finish” campaign launched to incentivize enrollment into	Hire at least one part-time Learning Assistant Specialist who will meet with students on a weekly basis in order to connect students with resources on campus, including but not limited to	Support Professional Learning Councils to engage high school instructors and help high school students to better understand the matriculation, testing and placement	<input type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input checked="" type="checkbox"/> Transfer <input checked="" type="checkbox"/> ESL/Basic Skills Completion <input checked="" type="checkbox"/> Degree & Certificate Completion <input type="checkbox"/> Other

	English, reading and math classes during the first two semesters for all new fully matriculated freshmen	academic/ student support services. Adopt several of the activities proposed in Student Centered Holistic Open Online Learning (SCHOOL) to provide additional resources for student who are having difficulties completing their Math sequences as indicated in some of the ESL/Basic Skills indicator.	procedures at the college.  Increase use of embedded tutors in all transfer-level courses.	
Increase student completion of career technical and non-credit certificates, two-year degrees and transfers.	Counseling to host two parent/student CTE nights for each high school district partner in order to educate students and families about CTE programs.  Ongoing CTE counseling provided regularly targeting students with CTE educational goal.	Provide counseling to all disproportionately impacted students to assist with educational goals.	Increase the numbers of faculty served through reading/writing practicums to include CTE and noncredit faculty.	<input checked="" type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> ESL/Basic Skills Completion <input checked="" type="checkbox"/> Degree & Certificate Completion <input type="checkbox"/> Other:_
Increase the successful outcomes for disproportionately impacted students	Disaggregate data in fully matriculated data for SEP, EOPs and Transfer.	Increase presence of staff/counselors that work specifically with BSI students, Veteran students, Foster	Increase use of PASS tutoring program for student athletes.  Increase presence	<input checked="" type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input checked="" type="checkbox"/> Transfer <input checked="" type="checkbox"/> ESL/Basic Skills Completion <input checked="" type="checkbox"/> Degree &

	<i>Provided weekly ongoing counseling at Adult Education off campus sites.</i>	<i>Youth students, and Hispanic students seeking to transfer.</i>	<i>of counselors in the tutoring center for VETS, DSPS and athletes.</i>	Certificate Completion <input checked="" type="checkbox"/> Other: _
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**4. How will your college accomplish integration of matriculation, instruction, and student support to accomplish you student success goals? Include in your answer how your college will ensure coordination across student equity-related categorical programs or campus-based programs. (500 words max)**

To accomplish integration, the college will:

- Ensure adequate representation from SEP, SSSP and BSI on the college-wide Student Success Council, which is an umbrella committee that includes membership from all stakeholders. The SSC was established at the onset of SB 1456.
- Utilize a tracking mechanism for reviewing all projects supported by the three programs, to ensure efficiencies and avoid redundancies. The tracking tool includes funding amounts, activities, and connection to overall goals and objectives.
- These activities will also be integrated through to the college's Strategic Plan, which is a 6-year plan, and also inform the Educational Master Plan, which is 20-year plan (renewed every six years).
- Furthermore, the activities will also be integrated through to the SOCCCD District's Strategic Plan.
- District-wide technologies have been developed to support in the tracking and implementation of these goals (such as Sherpa, the Student Success Dashboard, My Academic Plan, and Progress Report).

- 5. If your college has noncredit offerings, describe how you are including these offerings in moving students through to their goals, including post-secondary transitions and employment. (250 words max)**

No Student Equity funds were identified for this category. For SSSP: a total of 3.5 counselors work directly with non-credit students providing non-credit advisement and counseling follow-up at all off campus non-credit college sites weekly. All non-credit students complete orientation, assessment and advisement and receive a comprehensive educational plan. As of May 2017, Saddleback College has begun using MIS non-credit data elements and has aligned these data element codes with SARS. For BSI, one way that we will continue to support noncredit programs is to grow tutoring to off campus adult education sites. This provides support for hundreds of students enrolled in noncredit adult education courses, who do not normally come to the college campus for support services.

- 6. Describe your professional development plans to achieve your student success goals. (100 words max)**

In June 2017, a college-wide professional development work group was established to address PD needs and to assess for any duplication of efforts in training for faculty and staff in relation to SEP, SSSP and BSI priorities. The BSI committee has also supported a college-wide basic skills summit (and will continue to do so yearly), reading/writing practicums for faculty to learn best practices, and workshops to support strategies for accelerated courses in English. SEP sponsored a guest speaker during the college's Professional Development Week to address best practices for bringing social justice to the classroom. Dr. Estela Bensimon, Director and Professor of the Center for Urban Education/ Rossier School of Education, University of Southern California spoke about the ways in which community college faculty, leaders, and staff can learn to "practice" equity as part of their professional routines. She introduced participants to the conceptual differences in equity, equality, and diversity; the theoretical underpinnings of action research as a catalyst for self-change; and the tools to enact equity-focused action research on their own practices.

- 7. How and how often will you evaluate progress toward meeting your student success goals for both credit and noncredit students? You could analyze milestones, momentum points, leading indicators, or any other metric you find appropriate for your college. (100 words max)**

Progress toward meeting student success goals is continually evaluated. Each term, SSSP evaluation includes Core Service tracking, Progress Report data, Academic Probation and Progress Probation, Comprehensive Plan Holds monitoring, and student placement tracking. BSI evaluation focuses on monitoring BSI course completion rates on a term basis and evaluation of faculty who engaged in professional development opportunities. Each term, SEP activities are evaluated in relation to their associated core indicators: access, course completion, ESL/BSI completion (in conjunction with BSI), degree completion, and transfer. Ongoing research evaluates barriers disproportionately impacted students face when trying to reach their academic goals. Annually, the college assesses Scorecard and the Basic Skills

Tracker and assesses achievement outcomes by ethnicity and by college readiness (prepared/unprepared). The assessment of these data includes discussion among BSI and SEP constituents. The college has set IEPI goals for the progress indicators such that dialogue between BSI and SEP will occur if the college is meeting/not meeting these goals. With the new three-year cohorts in the Scorecard, the college will also be able to address outcomes for remedial progress and achievement sooner. The Scorecard's remedial progress and achievement rates will be a place of data integration and discussion between SEP and BSI.

**8. For multi-college districts, how will you coordinate your efforts for SSSP, Student Equity, and BSI, with other colleges in your district to achieve your student success goals? (100 words max)**

Our college is not only working toward planning integration between the two colleges in our district, but is also working to incorporate the new integrated plan into our districtwide planning. In addition, our college will be engaging in multiple multi-college planning update and progress meetings as well as attending districtwide planning discussions. Further, we will collaborate on integrated planning metrics and assess progress toward goals and discuss these to make appropriate decisions within the plans.



**9. Using the document “BSI SE SSSP Integrated Budget Plan 2017-2018” and your 2017-2018 annual allocation amounts, provide a budget plan specifying how you will utilize your BSI, SE, and SSSP funds to help achieve your student success goals.**

All three funds accept requests for funding various projects according to an established process that includes researchers, stakeholders and students. Activities are vetted through the process to ensure compliance and alignment with the stated goals and guidelines of each program. The grant administrators and researchers meet periodically to align plans, and to review additional requests to ensure efficiency and to avoid redundancies.

Object Code	Category	BSI	SEP	SSSP	SSSP Match	Non-credit SSSP	Non-credit SSSP Match	Total
<b>1000</b>	Academic Salaries	\$ 100,000	\$ 87,524	\$1,656,587	\$1,826,508	\$106,186	\$189,075	
<b>2000</b>	Classified and Other Nonacademic Salaries	\$ 75,000	\$ 719,197	\$ 554,802	\$844,008		\$135,605	
<b>3000</b>	Employee Benefits	\$ 24,683	\$ 350,514	\$816,548	\$951,053	\$18,726	\$133,166	
<b>4000</b>	Supplies & Materials		\$ 500	\$85,000	\$8,831			
<b>5000</b>	Other Operating Expenses and Services	\$ 51,005	\$ 25,300	\$80,000	\$1,462			
<b>6000</b>	Capital Outlay	\$ -	\$ 370	\$40,000	\$56,418			
<b>7000</b>	Other Outgo	\$ -	\$78,000					
	<b>Total</b>	<b>\$250,688</b>	<b>\$1,261,405</b>	<b>\$3,232,937</b>	<b>\$3,688,280</b>	<b>\$124,912</b>	<b>\$457,846</b>	<b>\$4,869,942</b>

Note: see [https://docs.google.com/spreadsheets/d/11Dti43Jb\\_rWCU5tvjMM66W4gMHpXfSnCUq4xy4gvlKc/edit#gid=1059502616](https://docs.google.com/spreadsheets/d/11Dti43Jb_rWCU5tvjMM66W4gMHpXfSnCUq4xy4gvlKc/edit#gid=1059502616) for more details. BSI=Basic Skills Initiative, SEP=Student Equity Plan, SSSP=Credit Student Success and Support Program

**10. Each college must create an executive summary that includes, at a minimum, the Student Equity goals for each required student group, the activities the college will undertake to achieve these goals, and the resources budgeted for these activities. The executive summary for this plan must also include an accounting of how Student Equity funding for 2014-15, 2015-16, and 2016-17 was expended and an assessment of the progress made in achieving the identified goals from prior year plans. The summary must also include the name of the college or district official to contact for further information. The executive summary must be posted to the college website. Provide a link to your college's executive summary below:**

<b>2017-2018 Student Equity/Integrated Goals for each required student group</b>	
<b>College Activities to achieve these goals</b>	<b>2017-2018 Resources Budgeted</b>
<b>Non-academic barriers and services</b>	
School Survival Kits	9,000
Book Voucher Program	83,000.00
Bus Passes & Gas Cards	37,000
Grocery Cards	42,000.00
<b>Subtotal</b>	<b>171,000</b>
<b>Access and support programs</b>	
PT Vets Counselor (3)	40,549
PT FY Counselor	31,149
PT CLASE Counselor (2)	31,149
PT CLASE Student & Alum Mentors	24,744.00
Office Supplies for student use	200.00
Printing materials for mentor program	300.00
Food & Bev for CLASE events	900.00
CLASE Tours Transportation	5,000
PT Vets Tutoring	3,382.00
<b>Subtotal</b>	<b>137,373</b>
<b>Completion of transfer-level Math and English courses</b>	
PT Learning Assistant Specialist	51,827.53
<b>Subtotal</b>	<b>51,827.53</b>
<b>Outcomes for disproportionately impacted students</b>	
FT VETS Program Outreach Specialist	123,360.00
FT Outreach Program Specialist	109,225.00
PT Outreach Project Specialist (NBUs)	60,353.00
FT Financial Aid Specialist	93,142.00
PT Financial Aid Ambassadors (NBUs)	59,468.00
Research & Planning: Student Equity Research Analyst	110,618
16% Research Analyst salary	21,583.00
FT Sr. Administrative Assistant	99,837.00
FT SEP Manager/Coordinator	149,148.00
SEP Professional Development & Mileage	13,000.00
<b>Subtotal</b>	<b>839,734</b>

Previous Student Equity goals for each required student group	
A.1 Age - 35 years old and above	
GOAL: Improve access for the target population noted above.	
Accounting of how Student Equity funding for 2014-15 was expended	- FT Outreach Program Specialist \$ 42,455
	- PT Outreach Project Specialist \$ 24,695
	- FT ESP Faculty \$41,384
	- PT Re-entry Counselor \$57,066
	- PT Project Specialist \$ 21,996
Accounting of how Student Equity funding for 2015-16 was expended	- Per state directives, activities and positions funded for Access based on age were shifted to focus on A.2 Economically Disadvantaged. Please see A.2 section. Below are three activities that were in progress when the state directive was released.
	- FT ESL Faculty \$35,305
	- PT Re-entry/ Economically Disadvantaged Counselor \$32,366
	- PT Community Education Project Specialist \$3,340
Accounting of how Student Equity funding for 2016-17 was expended	- Per state directives, activities and positions funded for Access based on age were shifted to focus on A.2 Economically Disadvantaged. Please see A.2 section.
Progress made in achieving the identified goals from prior year plans	Per state directives, activities and positions funded for Access based on age were shifted to focus on A.2 Economically Disadvantaged. Please see A.2 section.
A.2 Economically Disadvantaged	
GOAL: Improve access for the target population noted above.	
Accounting of how Student Equity funding for 2014-15 was expended	- PT Financial Aid Ambassadors \$ 45,951
	- FT Financial Aid Specialist \$ 76,267
Accounting of how Student Equity funding for 2015-16 was expended	- District Events \$ 1,237
	- School Survival Kits \$ 4,498
	- Book Voucher Program \$ 25,974
	- Transportation Card Program \$ 749
	- Outreach iPads & Accessories \$3716
	- PT Financial Aid Ambassadors \$ 53,861
	- FT Financial Aid Specialist \$104.245

	- Financial Aid iPads and Accessories \$7,086
	- Printing Materials \$705
	- FT Outreach Program Specialist \$114,698
	- PT Outreach Project Specialist \$55,214
	- Grocery Card Grant Program \$85,548
	- Textbook Card Grant Program \$200,000
	- Transportation Card Grant Program \$31,725
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	- ACCESS District Events \$ 1,250
	- School Survival Kits \$ 5,000
	- Book Voucher Program \$ 42,500
	- Transportation Card Program \$ 750
	- PT Financial Aid Ambassadors \$ 57,680
	- FT Financial Aid Specialist \$86,072
	- FT Outreach Program Specialist \$130,274
	- PT Outreach Project Specialist \$58,542
	- Grocery Card Grant Program \$45,051
	- Textbook Card Grant Program \$16,348
	- Transportation Card Grant Program \$2,000
<b>Progress made in achieving the identified goals from prior year plans</b>	Financial aid and outreach departments work together to provide workshops and outreach activities for students to raise awareness about financial aid services at Saddleback Colleges. Close to 4,000 students have taken part in these activities since 2015.
<b>A.3 Veteran Student Access</b>	
<b>GOAL: Improve access for the target population noted above.</b>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	- PT VETS Counselor \$ 102,851
	- PT VETS Project Specialist \$ 8,976
<b>Accounting of how Student Equity funding for 2015-16 was expended</b>	- District Events \$ 1,237
	- School Survival Kits \$ 4,498
	- Book Voucher Program

	\$ 25,974
	- Transportation Card Program \$ 749
	- iPads \$3716
	- PT Tutors embedded in the Veteran's Center \$ 663
	- PT VETS Counselor \$86,923
	- FT VETS Program Outreach Specialist \$82,733
	- PT VETS Project Specialist \$11,555
	- Duplicating \$ 575
	- One-time Special Allocation Budget \$102,889
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	- ACCESS District Events \$ 1,250
	- School Survival Kits \$ 5,000
	- Book Voucher Program \$ 42,500
	- Transportation Card Program \$ 750
	- PT Tutors embedded in the Veteran's Center \$ 3279
	- PT VETS Counselor \$113,171
	- FT VETS Program Outreach Specialist \$119,217
	- PT VETS Project Specialist \$19,900
<b>Progress made in achieving the identified goals from prior year plans</b>	A VETS Program Outreach Specialist provides Saddleback College information regarding the matriculation process, residency, GI Bill, VA assistance, counseling and other support services to the VETS population at north base Camp Pendleton, the Wounded Warriors Battalion, and southern region of the Saddleback College feeder area. They also host orientations each term. The last such event drew over 100 students.
<b>B.1 Ethnicity (African American &amp; Pacific Islander)</b>	
<b>GOAL: Improve course completion for the target population noted above.</b>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	- Smart Pen Technology \$ 3,826
	- PT SCHOOL Math Project Specialist \$ 5,768
	- FT Research Analyst (16%) \$ 9,699
	- FT Research Specialist \$ 8,798

Accounting of how Student Equity funding for 2015-16 was expended	- Smart Pen Technology \$333
	- PT SCHOOL Math Project Specialist \$ 10,690
	- FT Research Analyst (16%) \$ 55,008
Accounting of how Student Equity funding for 2016-17 was expended	- Smart Pen Technology \$ 250
	- FT SCHOOL Program Coordinator \$ 0 (funds were withdrawn due to lack of activity)
	- PT SCHOOL Math Project Specialist \$ 0 (funds were withdrawn due to lack of activity)
	- FT Research Analyst (16%) \$ 20,623
	- FT Research Specialist \$ 94,291
Progress made in achieving the identified goals from prior year plans	Professional development opportunities offer staff, administration, and faculty with information and resources that can be applied at Saddleback College to help improve course completion rates for African American students. New technologies, like the Smart Pen Technology, are being implemented in courses with positive student feedback.
<b>C.1 Age– 35 years old and above</b>	
<b>GOAL: Improve ESL and basic skills completion for the target population noted above.</b>	
Accounting of how Student Equity funding for 2014-15 was expended	- Software Licensing \$ 715
Accounting of how Student Equity funding for 2015-16 was expended	N/A
Accounting of how Student Equity funding for 2016-17 was expended	N/A
Progress made in achieving the identified goals from prior year plans	Per state directives, activities and positions funded for ESL/BSI Completion based on age were eliminated as age is no longer considered a DI group.
<b>C.2 Ethnicity – African American, Pacific Islander, and Hispanic Students</b>	
<b>GOAL: Improve ESL and basic skills completion for the target population noted above.</b>	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Part-time Learning Assistant Specialist \$ 3,318
	- Directive Learning Activities Stipend \$ 37,018
	- ESL Workshops \$ 1,552
	- LRC Extended front desk hours (NBU & Staff OT) \$14,731
	- LRC Tutors (Peer & Faculty) \$26,396
	-Book Voucher Program \$ 7,999

Accounting of how Student Equity funding for 2016-17 was expended	- Part-time Learning Assistant Specialist \$ 43,108
	- Directive Learning Activities Stipend \$ 6,934
	-Book Voucher Program \$ 31,259
Progress made in achieving the identified goals from prior year plans	The Academic Intervention Team (AIT) is positioned to continue to provide valuable resources and guidance to improve outcomes for disproportionately impacted ELS and BSI students. Students meet with a staff member three times a term in order to connect students with resources on campus, including but not limited to academic/student support services: counseling, financial aid, EOPS, DSPS, library services, tutoring services, mental/emotional health support, counseling, and health center.
<b>D.1 Age – 20 years and above</b>	
<b>GOAL: Improve degree and certificate completion for the target population noted above.</b>	
Accounting of how Student Equity funding for 2014-15 was expended	-N/A
Accounting of how Student Equity funding for 2015-16 was expended	-N/A
Accounting of how Student Equity funding for 2016-17 was expended	-N/A
Progress made in achieving the identified goals from prior year plans	Per state directives, activities and positions funded for Degree Completion based on age were eliminated as age is no longer considered a DI group.
<b>D.2 Age - 25 to 29 years of age</b>	
<b>GOAL: Improve degree and certificate completion for the target population noted above.</b>	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	-N/A
Accounting of how Student Equity funding for 2016-17 was expended	-N/A
Progress made in achieving the identified goals from prior year plans	Per state directives, activities and positions funded for Degree Completion based on age were eliminated as age is no longer considered a DI group.
<b>E.1 Age – 35 to 39 years of age and 50 years and above</b>	
<b>GOAL: Improve transfer for the target population noted above.</b>	
Accounting of how Student Equity funding for 2014-15 was expended	- Faculty Overload \$ 2,043
	- LRC Tutoring Faculty \$ 49,292
	- Extended Front Desk Hours \$9,772
	- LRC Peer and PT Faculty tutoring \$ 39,821.50
	- Extended tutoring hours \$1,156
Accounting of how Student Equity funding for 2015-16 was expended	-N/A
	-N/A

	-N/A
Accounting of how Student Equity funding for 2016-17 was expended	-N/A
	-N/A
	-N/A
Progress made in achieving the identified goals from prior year plans	-Per state directives, activities and positions funded for Transfer based on age were eliminated as age is no longer considered a DI group.
<b>E.2 Ethnicity – Hispanic Students</b> <b>GOAL: Improve transfer for the target population noted above.</b>	
Accounting of how Student Equity funding for 2014-15 was expended	- Peer Mentors \$ 20,483
	- PT CLASE Lead Mentor \$ 12,706
	- PT CLASE Student and Alum Mentors \$ 10,930
Accounting of how Student Equity funding for 2015-16 was expended	- Peer Mentors \$ 2,274
	- PT CLASE Transfer Counselor \$ 13,690
	- PT CLASE Lead Mentor \$ 26,624
	- PT CLASE Student and Alum Mentors \$ 23,360
	- CLASE supplies for student events \$ 125
	- CLASE District Events \$ 1,235
	- CLASE Tours \$ 1,351
	- CLASE Mailer \$ 433.16
	- Speakers \$ 2,000
Accounting of how Student Equity funding for 2016-17 was expended	- PT CLASE Transfer Counselor \$79,185
	- PT CLASE Lead Mentor \$26,831
	- PT CLASE Student and Alum Mentors \$24,001
	- CLASE supplies for student events \$200
	- CLASE printing materials for mentors \$300
	- CLASE District Events \$900
	- CLASE Tours \$9,600
	- Speakers \$ 3,000



Progress made in achieving the identified goals from prior year plans	The CLASE program now has a strong foundation for a successful transfer mentor program. Evaluations show that students report obtaining valuable transfer information and gaining a sense of community and support through their participation in the program. Students benefit from the opportunity to travel to different campuses and learn about the transfer process. Over 100 students have taken advantage of this program since 2015.
<b>E.3 Disability Status</b>	
<b>GOAL: Improve transfer for the target population noted above.</b>	
Accounting of how Student Equity funding for 2014-15 was expended	-N/A
Accounting of how Student Equity funding for 2015-16 was expended	-N/A
Accounting of how Student Equity funding for 2016-17 was expended	-N/A
Progress made in achieving the identified goals from prior year plans	There have been no funds allocated to this area.
<b>F.1 Economically Disadvantaged Students; F.2 Veterans; F.3 Foster Youth</b>	
<b>Ongoing: Across numerous indicators</b>	
Accounting of how Student Equity funding for 2014-15 was expended	- Co-chair and Indicator Lead Stipends \$34,852
	- Supportive Staff \$12,799
	- Student Equity Professional Development & Mileage \$ 8,855
	- Student Equity District Events \$ 1,772
	- Student Equity Advertising \$ 20,788
	- Student Equity Postage \$ 4,370
	- Student Equity Office Supplies \$26
	- Student Equity Speaker \$ 5,000
Accounting of how Student Equity funding for 2015-16 was expended	- Co-chair and Indicator Lead Stipends \$31,003
	- FT Student Equity Senior Administrative Assistant \$52,249
	- Student Equity Professional Development & Mileage \$21,550
	- Student Equity Advertising \$2,656
	- Student Equity Postage \$32
	- Student Equity Office Supplies \$75
Accounting of how Student Equity funding for 2016-17 was expended	- FT Student Equity Manager \$57,774

	- FT Student Equity Senior Administrative Assistant \$87,690
	- Student Equity Professional Development & Mileage \$3,712
	- Student Equity Advertising \$1,000
	- Student Equity Postage \$50
	- Student Equity Office Supplies \$500
	- Part-time Foster Youth Counselor 46,213
<b>Progress made in achieving the identified goals from prior year plans</b>	Professional development activities provide opportunities for staff, administration, and faculty to learn how to integrate equity into their work at Saddleback College.

**11. What support from the Chancellor's Office (e.g., webinars, workshops, site visits, etc.) and on what topics (e.g., budget, goal setting, expenditures, data visualization, etc.) would help you to accomplish your goals for student success and the closing of achievement gaps?**

- Make MIS Student Success Referential File available on Data on Demand (like other categorical files).
- State Chancellor can require and support collaboration not only at the district level, but at the *regional* level as well.

**12. Identify one individual to serve as the point of contact for your college (with an alternate) for the Integrated Plan and provide the following information for that person:**

*Point of Contact:*

Name	Jennifer Klein
Title	Director of Research, Planning and Accreditation
Email Address	jklein26@saddleback.edu
Phone	(949) 582-4565

*Alternate Point of Contact:*

Name	Penny Skaff
Title	Dean of Counseling
Email Address	pskaff@saddleback.edu
Phone	(949) 582-4572

### *Part III – Approval and Signature Page*

College: Saddleback College District

: South Orange County CCD

Board of Trustees Approval Date:

We certify the review and approval of the 2017-19 Integrated Plan by the district board of trustees on the date shown above. We also certify that the goals, strategies and activities represented in this plan meet the legislative and regulatory intent of the Student Success and Support (credit and noncredit), Student Equity, and Basic Skills programs and that funds allocated will be spent according to law, regulation and expenditure guidelines published by the California Community College Chancellor's Office.

**Debra L. Fitzsimons - Interim Chancellor**

**dfitzsimons@socccd.edu**

Chancellor	Date	Email Address
<b>Dr. Gregory Anderson - President</b>		<b>ganderson@saddleback.edu</b>
President	Date	Email Address
<b>Dr. Jim Buysse - Acting Vice Chancellor, Business Services</b>		<b>jbuysse@socccd.edu</b>
Chief District Business Officer	Date	Email Address
<b>Dr. Kathy Werle - Vice President for Instruction</b>		<b>kwerle@saddleback.edu</b>
Chief Instructional Officer	Date	Email Address
<b>Dr. Juan Avalos - Vice President for Student Services</b>		<b>javalos@saddleback.edu</b>
Chief Student Services Officer	Date	Email Address
<b>Carol Hilton- Vice President Administrative Services</b>		<b>chilton@saddleback.edu</b>
Campus Budget Officer	Date	Email Address
<b>Dan Walsh - Academic Senate President</b>		<b>dwalsh@saddleback.edu</b>
President, Academic Senate	Date	Email Address

# Irvine Valley College Integrated Plan 2017- 2019



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## Integrated Plan 2017-2019 - Summary

Irvine Valley College is committed to becoming a Guided Pathways College. The Integrated Plan plays an important role in these efforts by focusing on reducing barriers and accelerating students to completion and successful outcomes. Specifically, the plan contains five goals which focus on basic skills sequences, student equity, and outcomes such as transfer-level achievement and completion.

### GOALS FOR 2017-2019

Goal 1: Increase student engagement in college life

Goal 2: Reduce the number of students on probation or at risk of probation

Goal 3: Increase completion of transfer-level Math and Writing classes

Goal 4: Increase student completion of degrees, certificates, and transfer

Goal 5: Reduce the achievement gap for disproportionately impacted students (in Goals 1 - 4)

### Operationalization and Setting of Targets for Integrated Plan Goals

Goal 1: Increase student engagement in college life				
<b>Definition and KPI</b>	<p>Student engagement will be measured with the Community College Survey of Student Engagement (CCSSE) and will be administered every two years.</p> <p>Note: CCSSE Benchmark scores (scaled to 0-100) are weighted by full-time status of students to match actual full-time/part-time proportions of student population. Sample only uses students who can be matched to the data warehouse. Part-time vs. full-time weights calculated from actual units enrolled/attempted, rather than self-reported enrollment status. The Overall score is the average of the five benchmark scores.</p>			
<b>Strategic Plan and Guided Pathways Links</b>	<p>Strategic Plan Goal 2.3: Increase opportunities for student engagement</p> <p>Guided Pathways Pillar 3: Keeping students on the path</p>			
<b>Target Definition</b>	5% increase per year from Spring 2016 (Baseline)			
		Baseline	Targets	
		Spring 2016	Spring 2018	Spring 2020
	Active and Collaborative Learning	37.4	39.3	41.2
	Student Effort	47.0	49.3	51.8
	Academic Challenge	57.3	60.1	63.2
	Student-Faculty Interaction	40.5	42.5	44.6
	Support for Learners	43.1	45.2	47.5
	Overall	45.0	47.3	49.7
Goal 2: Reduce the rate of students on probation or at risk of probation				

<b>Definition and KPI</b>	Probation is defined as attempting 12 or more units with (a) a cumulative GPA of less than 2.0 or (b) when the proportion of enrolled units with entries of “W,” “I,” and “NP” exceed 50 percent. At risk of probation is defined as attempting 12 or more units with a cumulative GPA of less than 2.2. The cohort is all IVC students with 12 or more attempted units who enrolled in term.			
<b>Strategic Plan and Guided Pathways Links</b>	Strategic Plan Goal 2.1: Increase student completion rate Guided Pathways Pillar 3: Keeping students on track			
<b>Target Definition</b>	5% decrease per year from Fall 2016 (Baseline)			
	Baseline	Targets		
	<b>Fall 2016</b>	<b>Fall 2017</b>	<b>Fall 2018</b>	<b>Fall 2019</b>
<b>Probation</b>	19.5%	18.5%	17.6%	16.7%
<b>At risk of probation</b>	16.3%	15.5%	14.7%	14.0%
<b>Goal 3: Increase completion of transfer-level Math and Writing classes</b>				
<b>Definition and KPI</b>	Rate of how many students successfully complete a transfer-level course within one year in English or Math (Scorecard definition).  Note: For ESL, only students starting in ESL writing sequence are considered.			
<b>Strategic Plan and Guided Pathways Links</b>	Strategic Plan Goal 2.1: Increase student completion rate Strategic Plan Goal 2.4: Become a Guided Pathways College Guided Pathways Pillar 4: Ensure Learning			
<b>Target Definition</b>	5% increase per year from year Fall 2016 (Baseline)			
	Baseline	Targets		
	<b>Fall 2016</b>	<b>Fall 2017</b>	<b>Fall 2018</b>	<b>Fall 2019</b>
<b>Transfer-Level Math</b>	38.6%	40.5%	42.5%	44.6%
<b>Transfer-Level English</b>	58.0%	60.8%	63.9%	67.1%
<b>Transfer-Level ESL</b>	28.6%	30.0%	31.5%	33.1%
<b>Goal 4: Increase student completion of degrees, certificates, and transfer</b>				



Definition and KPI	<p>2-year completion rate for degrees, certificates, and transfers for first-time college students who attempted Math or English and attempted at least 6 credit units within 2-years.</p> <p>Note: 2-year transfer rate is calculated as less than 2.5 calendar years from first enrollment date at IVC to first enrollment date at 4-year institution. The 2.5 threshold was chosen instead of 2.0 to account for different starting dates of 4-year institutions (e.g. trimester vs semester) and for summer breaks.</p> <p>Additionally, the 2-year transfer rate can only be calculated twice per year due to Student Clearinghouse upload schedules.</p>																																			
Strategic Plan and Guided Pathways Links	<p>Strategic Plan Goal 2.1: Increase student completion rate</p> <p>Strategic Plan Goal 2.4: Become a Guided Pathways College</p> <p>Guided Pathways Pillar 4: Ensure Learning</p>																																			
Target Definition	<p>5% increase per year from Fall 2016 (Baseline)</p> <table><tr><td></td><td>Baseline</td><td colspan="3">Targets</td></tr><tr><td></td><td>Fall 2015*</td><td>Fall 2016</td><td>Fall 2017</td><td>Fall 2018</td></tr><tr><td>Degrees</td><td>5.8%</td><td>6.1%</td><td>6.4%</td><td>6.7%</td></tr><tr><td>Certificates</td><td>9.1%</td><td>9.6%</td><td>10.1%</td><td>10.6%</td></tr><tr><td>Transfer</td><td>17.4%</td><td>18.3%</td><td>19.2%</td><td>20.2%</td></tr><tr><td>Transfer-prepared</td><td>15.1%</td><td>15.8%</td><td>16.6%</td><td>17.5%</td></tr><tr><td>SPAR</td><td>23.8%</td><td>25.0%</td><td>26.2%</td><td>27.5%</td></tr></table> <p>*Note: Due to Student Clearinghouse data upload cycles, current numbers represent Fall 2014. These numbers will be updated as soon as data become available. That is, baseline and targets will be based on Fall 2015 rates.</p>		Baseline	Targets				Fall 2015*	Fall 2016	Fall 2017	Fall 2018	Degrees	5.8%	6.1%	6.4%	6.7%	Certificates	9.1%	9.6%	10.1%	10.6%	Transfer	17.4%	18.3%	19.2%	20.2%	Transfer-prepared	15.1%	15.8%	16.6%	17.5%	SPAR	23.8%	25.0%	26.2%	27.5%
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Transfer-prepared	15.1%	15.8%	16.6%	17.5%																																
SPAR	23.8%	25.0%	26.2%	27.5%																																
Goal 5: Reducing the achievement gap for disproportionately impacted students (in Goals 1 - 4)																																				
Definition and KPI	<p>Disproportionate Impact will be calculated for the following student groups: Hispanic/Latino students, African American students, Re-entry students (age 25+), Foster Youth, and Veterans. For KPI definitions please see Goals 1 – 4.</p> <p>Note: According to the Chancellor's office <a href="#">guidelines</a>, Disproportionate Impact (DI) should only be considered for student groups with large enough sample sizes (N&gt;60). Therefore, monitoring progress for student groups who do not meet this threshold is difficult. While monitoring this KPI for all groups is not possible, we will continually evaluate progress for these student populations with more qualitative measures.</p> <p>Transfer-level ESL Rate will be excluded from these calculations as many of these student groups are not traditionally in the ESL sequence.</p> <p>For DI calculation we will apply the 80% Rule as suggested in the guidelines. We will apply the overall mean (excluding group of interest) as the reference group in calculating the rates.</p>																																			

<b>Strategic Plan and Guided Pathways</b>	Strategic Plan Goal 2.1: Closing of Achievement Gap Guided Pathways Pillar 3: Keeping students on the path Guided Pathways Pillar 4: Ensure Learning				
<b>Target Definition</b>	5% decrease in disproportionate impact for students below 80% threshold and maintaining rate for students above threshold from Fall 2016 (Baseline)				
		Baseline	Targets		
		<b>Fall 2016<sup>1</sup></b>	<b>Fall 2017</b>	<b>Fall 2018</b>	<b>Fall 2019</b>
<b>CCSSE</b>	Hispanic	107.7	80.0	80.0	80.0
	Afr Am	159.0	80.0	80.0	80.0
	Re-Entry	106.8	80.0	80.0	80.0
	Military	109.9	80.0	80.0	80.0
	FY	NA			
<b>Probation</b>	Hispanic	56.4	59.2	62.1	65.3
	Afr Am	77.1	80.0	80.0	80.0
	Re-Entry	236.6	80.0	80.0	80.0
	Military	66.6	69.9	73.4	77.1
	FY	NA			
<b>At Risk of Probation</b>	Hispanic	54.1	56.8	59.7	62.7
	Afr Am	74.6	78.3	80.0	80.0
	Re-Entry	181.4	80.0	80.0	80.0
	Military	100.2	80.0	80.0	80.0
	FY	NA			
<b>Transfer-Level Math</b>	Hispanic	43.2	45.3	47.6	50.0
	Afr Am	NA			
	Re-Entry	NA			
	Military	NA			
	FY	NA			
<b>Transfer-Level English</b>	Hispanic	72.7	76.3	80.0	80.0
	Afr Am	NA			
	Re-Entry	NA			
	Military	NA			
	FY	NA			
<b>SPAR*</b>	Hispanic	2.6	2.8	2.9	3.1
	Afr Am	NA			
	Re-Entry	NA			
	Military	NA			
	FY	NA			
Note: NA=Not applicable due to samples size below 60. Afr Am=African American, FY=Foster Youth					
<sup>1</sup> Fall 2016 does not apply to CCSSE (Base line: Spring 2016) and SPAR rate (Baseline: Fall 2015)					
* Due to Student Clearinghouse data upload cycles, current numbers represent Fall 2014. These numbers will be updated as soon as data becomes available. That is, baseline and targets will be based on Fall 2015 rates.					

## *Part I – Deadlines and Important Information*

- Submission deadline: December 15, 2017
- The 2017-19 Integrated Plan will cover two years. The budget plan will reflect the 2017-18 allocations.
- Integrated fiscal reports will be required on an annual basis.
- All programmatic and student outcome data will be collected via existing MIS reporting.
- No additional data submissions are required.
- Colleges are encouraged to align integrated program plans with their college and district strategic plans/education master plans.
- Identify one individual and an alternate to serve as the point of contact for your college.

## PROGRAM INTEGRATION

The integrated SSSP/Student Equity/BSI program model promotes integrated planning and program coordination at the district and college levels. The three programs retain separate requirements as specified in Education Code and title 5 regulations; these requirements are built into the Integrated Plan to ensure compliance with applicable law and regulations. In coming years, the Chancellor's Office intends to pursue changes in Education Code and title 5 regulations to achieve even greater integration and alignment of the three programs in subsequent planning cycles.

Plans are to be developed in consultation with students, staff, administrators, faculty, Academic Senate, and members of the community as appropriate. Your plan must be adopted by the governing board of the community college district and submitted to the Chancellor's Office by December 1, 2017. A separate plan must be submitted for each college in the district.

## DATA-DRIVEN PLANNING

An effective plan is grounded in data. In developing your integrated plan, refer to existing data from your previous plans, additional statewide data, and/or data collected at your colleges.

The Chancellor's Office will explore and develop mechanisms and tools over the coming months to assist and support colleges in their data analysis effort, although colleges should proceed with existing resources to complete the 2017-19 plan. Areas of focus for these new tools will include access and completion for basic skills, workforce and CTE, and transfer level courses.

Although you are not required under this plan to submit your data, analysis, and each goal you set, Education Code requires that you analyze data and develop goals to address the following and to retain that information as part of your institutional records:

- Goals for the general population and for identified student groups, disaggregated by gender, as well as activities designed to address disproportionate impact using one of the Chancellor's Office-approved methodologies. Education Code requires that colleges analyze data for the following student groups and, if appropriate, develop subgroup-specific goals: current or former foster youth, students with disabilities, low-income students, veterans, American Indian or Alaskan Native, Asian students, black or African American, Hispanic or Latino, Native Hawaiian or other Pacific Islander, white, some other race, and more than one race.
- Success rates for students with basic skills needs using Basic Skills Cohort Tracker data that show (1) the number of students successfully transitioning to college-level mathematics and English courses, and (2) the time it takes students to successfully transition to college-level mathematics and English courses.

In addition, the following data should inform your planning:

- Trends for incoming students related to engagement in the following activities: (1) orientation, (2) assessment, and/or (3) education planning.
- The number of students on academic or progress probation, referred to follow-up interventions or services, and successfully moved from probation—disaggregated into the student groups that must be included in your disproportionate impact analysis.
- The number of noncredit CDCP certificates awarded, if applicable.
- Noncredit course success data, such as the percentage of students earning a grade of pass (P) or satisfactory progress (SP), if applicable.
- The number of students who transition from noncredit to credit.

## Part II – Program Goals and Planning

### PREVIOUS ACCOMPLISHMENTS

Questions 1 & 2 focus on what you **have accomplished during the 2015-16 planning cycle.**

1. Assess your college's previous program efforts:
  - a. In the table below, list progress made toward achieving the goals outlined in your 2015-16 SSSP, Student Equity, and BSI plans. Expand the table as needed so that all of your goals are included.

Table 1 - 2015-2016 Goals and Progress

Basic Skills Initiative Goals															
<b>GOAL</b>	<b>A. Refine basic skills courses and programs and scale up successful basic skills courses and programs at IVC based on extant research and data to improve student success, retention, and transition to college-level courses.</b>														
<b>PROGRESS</b>	<p>WR 399, which is our accelerated pre-college writing (English) class that combines the previously three-level below WR 301 and our two-level below WR 201 is now offered at scale with 15 sections offered each semester. This provides students with the opportunity to complete their first transfer level English course in a maximum of two semesters.</p> <div> <p>1-Year Transfer-Level Achievement Rate for English</p> <p>OVERALL</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>2010-2011</td> <td>45%</td> </tr> <tr> <td>2011-2012</td> <td>43%</td> </tr> <tr> <td>2012-2013</td> <td>44%</td> </tr> <tr> <td>2013-2014</td> <td>43%</td> </tr> <tr> <td>2014-2015</td> <td>48%</td> </tr> <tr> <td>2015-2016</td> <td>54%</td> </tr> </tbody> </table> </div> <p>Note: Completing WR1 (transfer-level English course) within 1 year for students starting below transfer-level English.</p>	Year	Rate	2010-2011	45%	2011-2012	43%	2012-2013	44%	2013-2014	43%	2014-2015	48%	2015-2016	54%
Year	Rate														
2010-2011	45%														
2011-2012	43%														
2012-2013	44%														
2013-2014	43%														
2014-2015	48%														
2015-2016	54%														

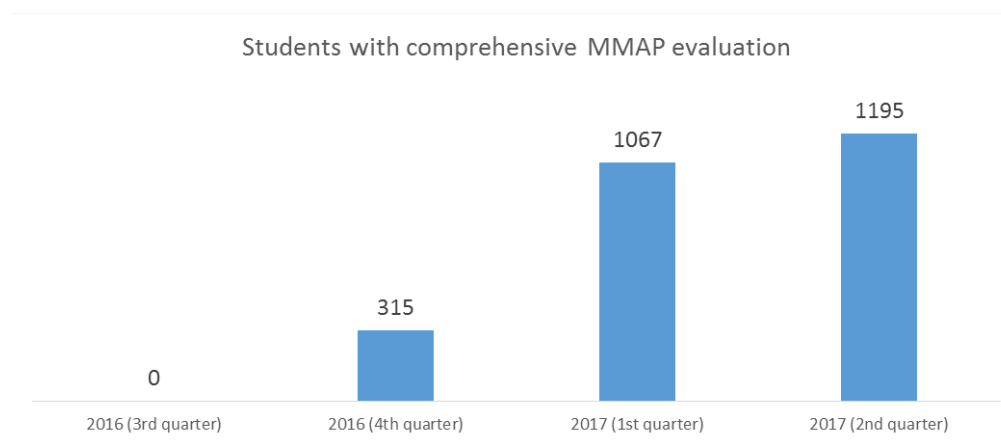
**GOAL**

**B. Share and institutionalize to the degree possible successful techniques and best practices that, based on research, help developmental students achieve their academic goals.**

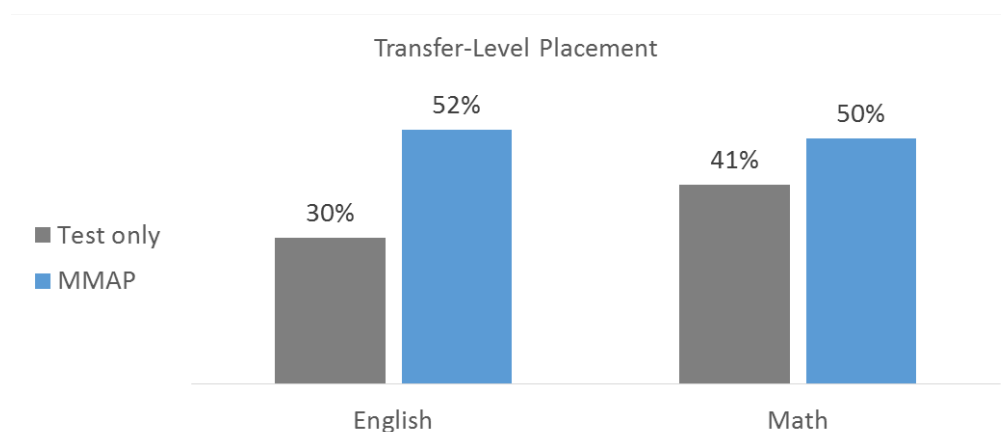
**PROGRESS**

**Tutoring:** The Math Center provided drop in tutoring services for students enrolled in basic skills math courses. In addition, the Student Success Center provided both online and face-to-face tutoring options.

**Multiple Measures Pilot:** In summer 2016, the English department began piloting disjunctive multiple measures for course placement. Students' high school GPA or assessment exam results are now being utilized for course placement. Since the start of this pilot, 900 more students have been placed into transfer level English courses. In fall 2016, the math department also began piloting disjunctive multiple measures for course placement, which has resulted in 500 more students being placed into transfer level math courses. The use of multiple measures has increased placement into transfer level Math and English courses for all racial and ethnic groups. ESL is currently administering a student intake survey, which may eventually be utilized as their multiple measure assessment tool.



Note: Students who were placed with comprehensive evaluation including high school transcripts and test information.



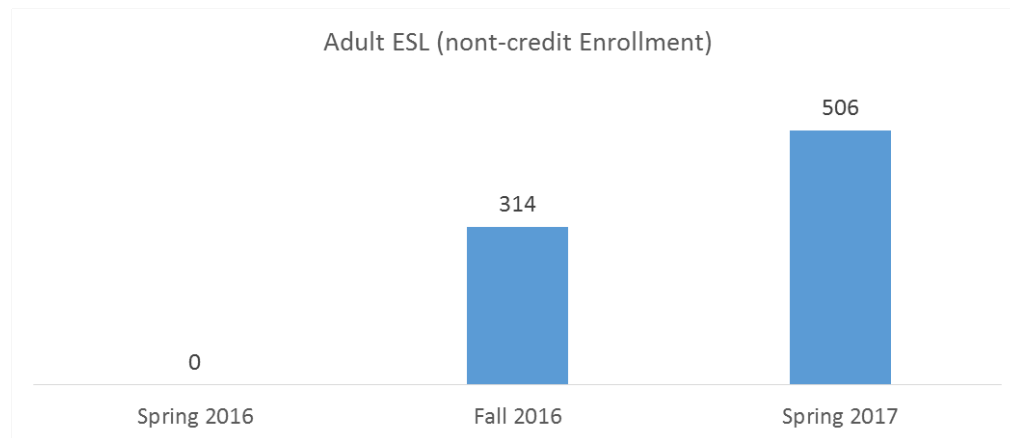
Note: Transfer-level Placement under MMAP and Test-only models.

## GOAL

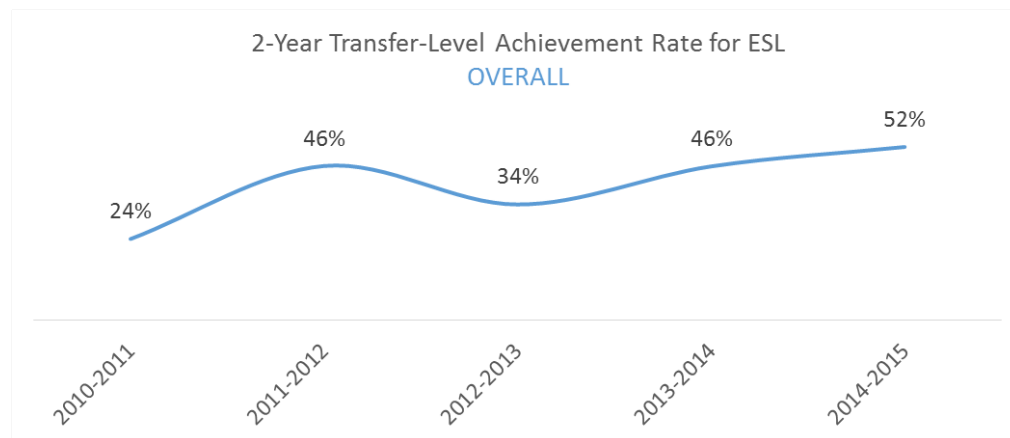
**C. ESL faculty will assess, plan, and implement programmatic redesign or changes that will significantly improve outcomes for students planning to advance to college/transfer level courses at IVC and investigate the possibility of non-credit courses.**

## PROGRESS

The ESL faculty has implemented an academic course sequence that allows students to move on to Writing 1 in a timely manner by focusing on the necessary writing, reading, critical thinking, and language support to succeed in college. Another key ESL course redesign has been allowing students to bypass certain ESL courses if the student demonstrates language proficiency required to succeed at that course level. Students that complete the ESL academic writing sequence and enroll in the first level English transferable course (WR 1) complete this course at a rate of 89%. The ESL department also researched, designed, and launched a new non-credit ESL program (AESL) using funds from multiple sources (see C.1 and Table 2 for details).



Note: Student enrollment in AESL non-credit courses (headcount)



Note: Completing WR1 (transfer-level English course) within 2 years for students interested in transferring or receiving degree and started in ESL writing sequence.

<b>GOAL</b>	<b>D. Provide professional development and sharing of best practices for basic skills instructors in order to improve student success and retention.</b>
<b>PROGRESS</b>	Faculty participated in professional conferences that have informed the development of curriculum innovation in English, ESL and Math. In addition, faculty continue to hold ongoing trainings for WR 399, the accelerated pre-transfer writing course, and ESL 370, 301, and 201, the redesigned pre-college academic writing courses.
<b>GOAL</b>	<b>E. Develop Integration via campus-wide discussion of basic skills best practices among faculty across disciplines and as part of the Student Equity Plan (SEP) and Student Success and Support Program (SSSP) in order to coordinate efforts, share best practices, and leverage funds to maximize impact on student success.</b>
<b>PROGRESS</b>	<p>The campus basic skills workgroup, which consists of faculty from English, ESL, Math and Counseling has met on an ongoing basis to discuss opportunities to maximize basic skills impact on student success. The campus research department is also represented on this workgroup. The basic skills workgroup meetings were also utilized as an opportunity for both BSI projects and Basic Skills Transformation (BST) grant projects to share best practices. IVC's positive efforts in basic skills were recognized during the college's recent accreditation visit.</p> <p>Also, since fall 2016 the BSI coordinator has participated in IVC's campus wide integration workgroup that includes the SEP director and SSSP coordinator. In addition, many of the same faculty, classified staff, and administrators serve on the SSSP task force, SEP workgroup, and Basic Skills workgroup. This has provided a critical opportunity for establishing common ground and working towards identifying opportunities for future collaboration across these three programs.</p>



## Student Equity Goals

### GOAL

#### A.1 Foster Youth Access

**1. By 2016: Account for all self-identified foster youth students at Irvine Valley College and ensure they are receiving the necessary services to facilitate their success.**

**2. By 2017: All Pell-eligible foster youth students will be contacted directly to help ensure all students complete the FAFSA application, and all Chafee-eligible students receive the grant**

### PROGRESS

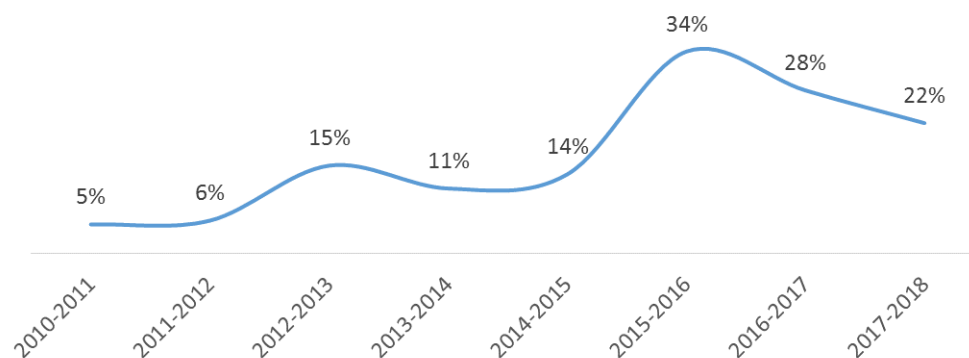
All self-identified foster youth at IVC were accounted for, and reporting of FY internally and to the CCC Chancellor's Office was improved. The number of FY reported increased from 10 in fall 2016 to 234 in fall 2017.

All Pell-eligible FY students were contacted by the Financial Aid Office

Guardian Scholars Center continuously makes an effort to contact all self-identified foster youth students at IVC each semester through a list provided by both Admissions and Record & Financial Aid to ensure they are receiving necessary services; services include basic needs such as counseling & financial aid assistance as well as additional help with services such as food insecurities, transportation, and assistance with paying for books and other supplies.

Financial aid continues to contact and track foster youth students pertaining to FAFSA and Chafee eligibility

Ratio of Foster Youth Receiving Services Based on Application



Note: Students receiving foster youth services based on self-identification on application.

## Student Equity Goals

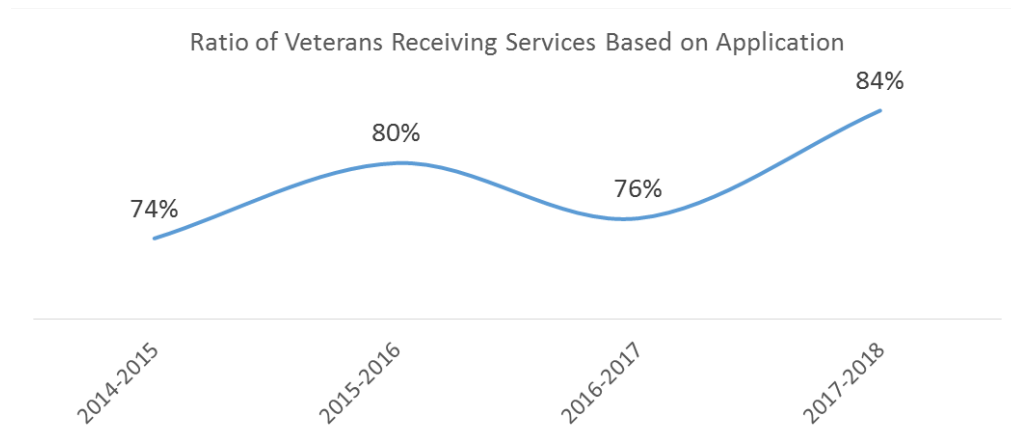
### GOAL

#### A.2 Veteran Student Access

***By 2016: Identify 100% of enrolled veteran students eligible for services. Increase services to active military in the surrounding area.***

### PROGRESS

The Veterans Office identified all enrolled veterans eligible for services by spring 2016.



Note: Students receiving veteran services based on self-identification on application.

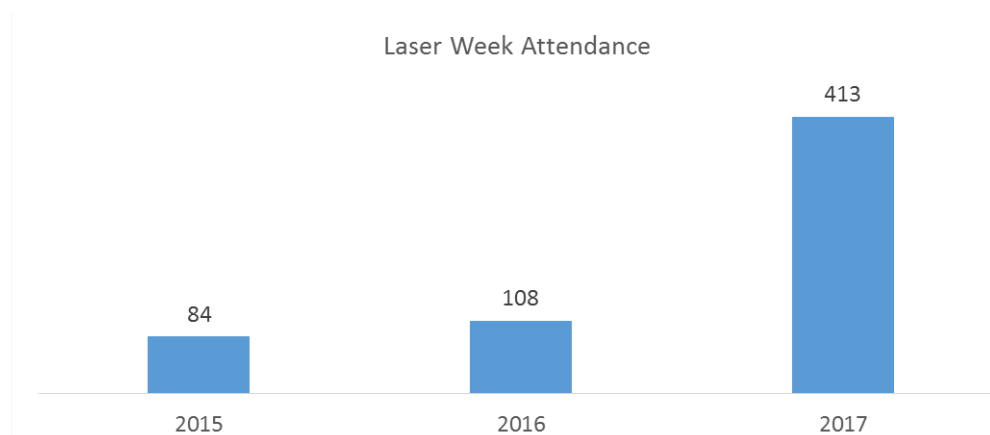
### GOAL

#### B.1 Course Completion

***To develop a new student orientation program to assist students with course completion strategies at the onset of their first semester***

### PROGRESS

Initially, established by Admissions and Records in 2015, Laser Week is now an integrated program sponsored by Admissions & Records, Student Life and Equity Programs. In its third year, Laser Week is a three-day orientation program to introduce academic success strategies to newly enrolled IVC students.



Note: Unduplicated headcount of Laser Week Attendance. In 2015

## Student Equity Goals

### GOAL

**C.1 ESL and Basic Skills Completion – ESL 35 years old and above**

***By 2018: Increase rates of Basic Skills Improvement for ESL among students age 35+ according to their individual education goals by 3 points from 23% to 26%.***

***By 2018: Increase rates of Basic Skills Improvement for English among students 40 to 49 years of age according to their individual education goals by 3 points from 28% to 31%.***

### PROGRESS

The ESL department researched, designed, and launched a new non-credit ESL program (AESL), comprised of 5 core levels and 3 certificates of competency. This program includes specialized admissions and matriculation services, including bi-lingual staffing, to provide increased access and deliver an ESL curriculum that better serves many of this population's career, community, and life goals. In the AY 2016/2017, the first year of the program, enrollment was 1,225 students, with the average student age of 44. Having two ESL programs, a credit program focused on academic completion and a non-credit program focused on certificate completion and job, life, and community communication skills, will eventually improve completion rates for both programs as students now will be working with curricula that matches their educational goals.

Student Equity funds were used, in coordination with other sources, to:

- Purchase required course text books and lab headsets for students enrolled in AESL courses
- Hire a part time AESL coordinator to oversee the functions of the AESL center and specialized program services
- Hire bilingual staff to assist students at the AESL Center
- Hire Supplemental Instructors to assist this student population in our academic and integrated ESL courses

For both the English group and above ESL group, the Student Success Center held additional Saturday drop-in academic tutorial services. 59 students used this assistance a total of 131 times. The average student went 2.2 times for a total of 4.0 hours. Of the 59 unique students who came to the Saturday drop-in tutoring, 58% were 30 or over (only 24% of IVC's student body is 30 or over).

## Student Equity Goals

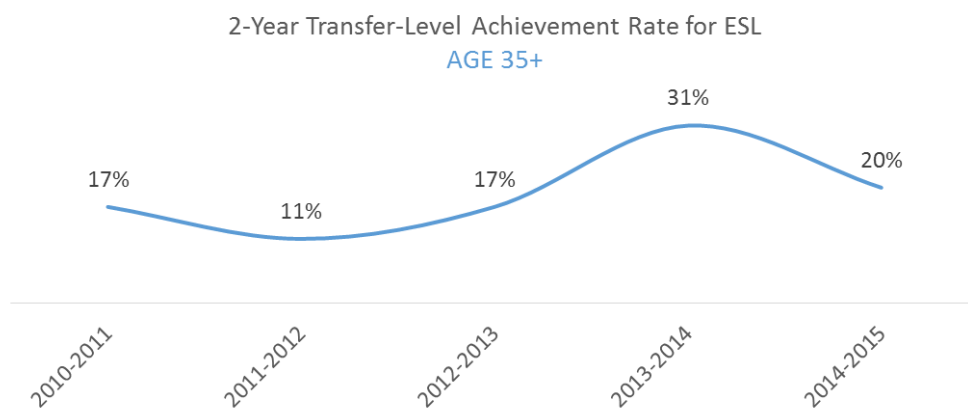
### GOAL

#### C.2 ESL and Basic Skills Completion – African American Students

**By 2018: Increase rates of Basic Skills Improvement for English among African American students according to their individual education goals by 3 points from 33% to 36%.**

### PROGRESS

Although initially funded by Student Equity, this initiative was not completed due to lack of faculty availability due to the increased involvement with other statewide and federal initiatives.



Note: Completing WR1 (transfer-level English course) within 2 years for students interested in transferring or receiving degree and started in ESL writing sequence.

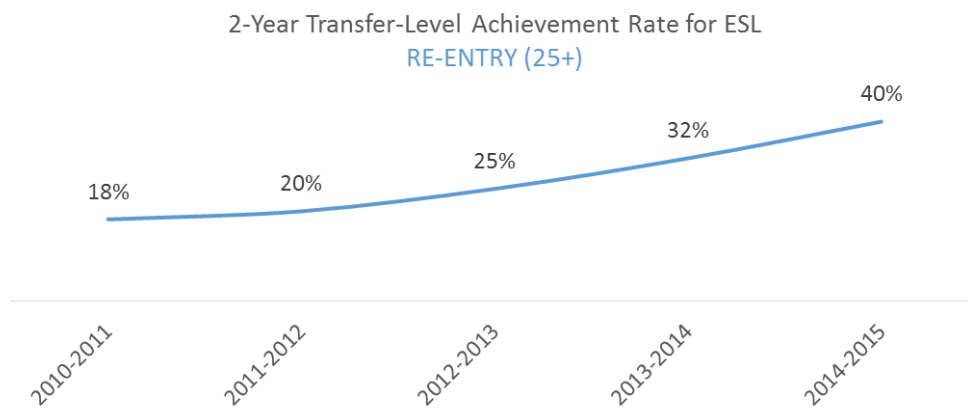
### GOAL

#### C.3 ESL and Basic Skills Completion – Re Entry Students

**By 2018: Increase the completion rate (SPAR) among students ages 25 to 29 by 3 points from 34% to 37%.**

### PROGRESS

A Re-Entry Center Faculty Counselor was hired in October 2016; a Re-Entry Center space was identified in November 2016; individualized appointments with Re-Entry students began in October 2016; specialized group counseling sessions and workshops began in November 2016.



Note: Completing WR1 (transfer-level English course) within 2 years for students interested in transferring or receiving degree and started in ESL writing sequence.

Student Equity Goals	
<b>GOAL</b>	<b>D.1 Degree and Certificate Completion – Re Entry Students</b>
<b>PROGRESS</b>	See C.3.
<b>GOAL</b>	<b>D.2 Degree and Certificate Completion – Resources</b>
<b>PROGRESS</b>	The Office of Student Equity established a Laptop Loan program in 2016-2017 academic year in response to data that indicated access to technology resources was limited for disproportionately impacted groups. Currently, procedures are being developed for intake and usage.
<b>GOAL</b>	<b>E.1 Transfer – Northern California Campus Tour/Latino Transfer Night</b>
<b>PROGRESS</b>	<p><b><i>By 2018: Increase the transfer rate among Hispanic students by 5 points from 35% to 40%.</i></b></p> <p>Student pre and post evaluations were collected to assess students' learning and overall experience of the Northern CA Campus Tour.</p> <p>The qualitative data results show that students learned and gained a lot through their experiences of visiting, touring, and listening to admissions information on their Northern CA Campus Tour excursion. For some of these students, it was life changing because it helped them see their options and solidify their transfer choices.</p> <p>Latino Transfer Night was held for two academic years, each in spring semester. We had 25 students and their families from local high schools and from IVC attend. By providing these resources, it helped them feel connected to IVC and know all of the supporting staff/faculty.</p> <p>This event covered the transfer process, financial aid, California Dream Act, and how to find and apply for scholarships. We also put together packets of information and flyers of all student services and referrals. We are in the process of analyzing the impact of these programs on Chicano/Hispanic/Latino student transfer rates.</p>
<b>GOAL</b>	<b>E.2 Transfer – Summer Bridge for Hispanic Students</b>
<b>PROGRESS</b>	<p><b><i>By 2018: Increase the transfer rate among Hispanic students by 5 points from 35% to 40%.</i></b></p> <p>Summer Bridge has been offered for two academic years, each in the summer semester. We are in the process of analyzing the impact of these programs on Chicano/Hispanic/Latino student transfer rates.</p>
<b>GOAL</b>	<b>E.3 Transfer – Digital Advertising – Hispanics</b>
<b>PROGRESS</b>	<p><b><i>By 2018: Increase the transfer rate among Hispanic students by 5 points from 35% to 40%.</i></b></p> <p>Results from this campaign include: Ad: 320x50 Hispanic; Impressions: 250,045; Clicks: 891; CTR%: 0.36% = 2.5 times higher than industry average. Turning advertising focus to highlight services offered for underserved students as opposed to one specific group could yield even higher results.</p>

Student Equity Goals	
<b>GOAL</b>	<b>F.1 Other College: Research and Evaluation – Analyst</b>
<b>PROGRESS</b>	A Research Analyst was hired in February 2016 and serves as a member of the Student Equity Leadership team. The Research Analyst position conducted orientations, attended monthly meetings, analyzed mid-year and year-end reports for each equity initiative on its assessment and evaluation strategies.
<b>GOAL</b>	<b>F.2 Other College: Outreach – Director</b>
<b>PROGRESS</b>	An Outreach Director was hired in March 2016 and serves as a member of the Student Equity Leadership team. The Outreach Director conducted orientations, attended monthly meetings, analyzed mid-year and year-end reports for each equity initiative on its outreach strategies. Outreach activities encompass almost all areas of Student Equity programs, such as ESL, Foster Youth, Veterans, Latino Transfer night, and the Re-entry center.
<b>GOAL</b>	<b>F.3 Other College: Language Translations for Marketing</b>
<b>PROGRESS</b>	Materials were translated for the AESL program as needed and will continue based on need.
<b>GOAL</b>	<b>F.4 Other College: Student Equity Support Staff</b>
	<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>
<b>PROGRESS</b>	Three project specialists were hired to assist the Director of Student Life and Equity programs with multicultural programming and student leadership development for student equity initiatives. There was an expansion of the staff to include student leaders called Diversity & Equity Peer Educators (DEPE) in January 2017.
<b>GOAL</b>	<b>F.5 Other College: Cultural Competency Summit</b>
	<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>
<b>PROGRESS</b>	Irvine Valley College hosted a Cultural Competency Summit in Spring 2016. There were over 400 participants in attendance for the eight-hour event. Evaluation of this program showed that staff, students, community members, and faculty had improved understanding of the skills necessary for cultural competency.
<b>GOAL</b>	<b>F.6 Other College: Ethnic Studies Curriculum Development</b>
<b>PROGRESS</b>	Although denoted in the plan, no funds were utilized due to lack of faculty availability.

Student Equity Goals	
<b>GOAL</b>	<b>F.7 Other College: Student Equity and Social Justice Retreat</b>  <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>
<b>PROGRESS</b>	The Diversity and Equity Retreat took place in November 2016. Pre-test and post-tests showed significant increased cultural competency skills for faculty, staff, and student participants.
<b>GOAL</b>	<b>F.8 Other College: DREAM BOOK CLUB</b>  <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>
<b>PROGRESS</b>	The Office of Student Equity conducted 14 monthly DREAM book clubs from April 2016 until June 2017. Monthly meetings were held face-to-face and online via Blackboard. Each book club meeting averaged 40 participants and evaluation showed that book club increased cultural competency knowledge of faculty, staff, and student participants.
<b>GOAL</b>	<b>F.9 Other College: Student Equity Meet and Greet</b>  <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>
<b>PROGRESS</b>	The Office of Student Equity conducted a meet and greet informal networking reception for identified disproportionately impacted populations (Hispanic, African American, Foster Youth, Veterans, and Re-Entry) and underrepresented populations (Asian American and LGBTQ) during the fall and spring semesters of 2016-2017. Student participants reported increased engagement, positivity about campus climate, and increased engagement in the campus community.
<b>GOAL</b>	<b>F.10 Other College: Multicultural Programs</b>  <b>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</b>
<b>PROGRESS</b>	Since January 2016, the Office of Student Equity has conducted over 40 individual multicultural programs to educate the campus community about the cultures, heritages, and issues impacting disproportionately impacted communities including events listed in F.5, F.7, F.8, and F.9. Lunar New Year, African American Heritage Month, Holi, Diwali, Indigenous Peoples Day, Dia de los Muertos, and Real Talk were additional events hosted. We have also established IVC Student Equity social media accounts and a Student Equity Newsletter. Initial feedback on the effectiveness of these events have indicated increased student learning outcomes.

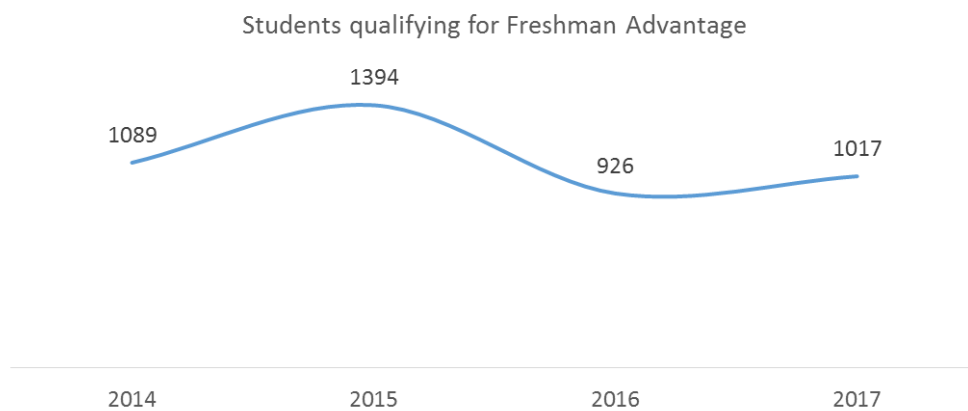
Student Equity Goals	
<b>GOAL</b>	<b>F.11 Other College – Financial Aid Office Front Counter Staffing</b>
<b>PROGRESS</b>	<p>The Office of Financial aid hired student staff to assist with financial aid and scholarship workshops. The primary focus of these positions was to serve as communication liaisons between this office and disproportionately impacted communities of the equity plan.</p> <p>Additional financial aid staff working at the front counter has increased the number of students overall receiving financial aid as well as those students in several of the disproportionately impacted populations such as foster youth and veterans. Per the Chancellor’s Office MIS Financial Aid Summary Report, between the 14-15 and 15-16 school years alone, the Financial Aid Office increased BOG Fee Waivers by 5%, Pell Grants by 20% and Cal Grants by 25%. This was all aided by additional support staff calling students, assisting on the phones, staffing the front counter, responding to emails and letters, and providing clerical and outreach support to back office staff.</p>
<b>GOAL</b>	<b>F.12 Other College: Professional Development</b>
<b>PROGRESS</b>	<p><b>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</b></p> <p>In addition to items listed in F.5, the Office of Student Equity has funded professional development opportunities for members of the Student Equity Taskforce, Academic Senate, Office of Research, Planning and Accreditation, Re-Entry Program, Guardian Scholars, Outreach, and Veterans staff. The office has conducted on-campus professional development workshops to the campus community on teaching cultural strengths as well as facilitated underrepresented student panels and equity student leadership advocacy modules. Student Equity staff and faculty have also attended conferences on race, Promise, Pathways and participated in statewide oversight</p>



## Student Success and Support Program

**GOAL** The goal of the Student Success and Support Program is “to ensure that all students complete their courses, persist to the next academic term, and achieve their educational objectives through the assistance of student directed components of the SSSP process: orientation, assessment, counseling, educational planning and at risk follow-up for students facing probation or dismissal.”

**PROGRESS** Freshman Advantage Program: Nonexempt freshmen who complete SSSP services by a specified deadline (approximately 2-3 weeks before registration times are set) are rewarded with a priority registration time between mandated priority groups and continuing students. Students who qualify for the program succeed and persist at higher rates across all students groups. For fall 2016, the college moved fall registration from July to May, which caused a decrease in the amount of qualifying students. There have been considerable efforts toward increasing the number of students qualifying for fall 2017 to the number of qualifying students in the 2014 and 2015 fall semesters. To support these efforts, IVC launched a phone app that described the SSSP services and rewards of qualifying for Freshman Advantage in bite-sized pieces of information.



Note: Students who qualify for the Freshman Advantage Program.

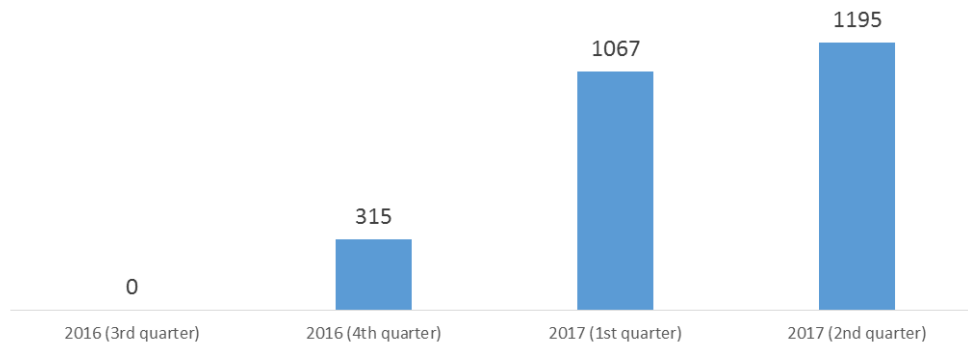
**GOAL** Establish Student Services Teams at service area high schools.

**PROGRESS** To support efforts to increase relationships with the college’s service area high schools, Student Services teams were formed. Each team consisted of a Counselor, Senior Matriculation Specialist, Financial Aid Specialist, Senior A&R Specialist, and a management sponsor. Each team was assigned to a high school and was responsible for answering questions or proactively connecting the college resources to the high school counselor and/or high school student. The team was also charged with providing information and proactively supporting students in completing the pre-enrollment services.

Student Success and Support Program	
<b>GOAL</b>	<b>Provide orientation to every nonexempt student</b>
<b>PROGRESS</b>	<ol style="list-style-type: none"> <li>1. Online Orientation is offered to credit students through Comevo (software).</li> <li>2. In person group orientations are also provided to credit students.</li> <li>3. Laser Week is an optional in-person, just-in-time orientation targeting incoming freshman. This orientation is a campus effort involving students, staff, and faculty.</li> <li>4. Group in-person orientation is provided to all non-credit students enrolling in the new noncredit AESL program.</li> </ol>
<b>GOAL</b>	<b>Provide assessment and placement to all students</b>
<b>PROGRESS</b>	<p>CTEP assessment is offered for English placement; SLEP assessment combined with a home-grown writing sample is offered for ESL placement for both credit and non-credit course placement; a homegrown assessment is offered for math placement. MMAP placement was piloted for English course placement in summer 2016 and for math course placement in fall 2016.</p> <p>A manual process between A&amp;R and the Office of Research was implemented to pilot MMAP for English.</p> <p>Transfer Equivalency Project entails two tasks. The Counseling Department lead the implementation of College Source's TES. A&amp;R evaluators entered all previously established equivalencies into the system and will maintain the system. A&amp;R lead the effort toward implementing the Transfer Articulation system in the degree audit. To date, equivalencies for three local community colleges have been entered. To support this project, work toward implementing receiving e-transcripts has also been completed.</p> <p>English faculty at IVC have been pioneers in developing and scaling up an accelerated English curriculum. A pilot remedial co-requisite course offered with freshman composition will be offered in fall 2107. Counseling staff has supported these efforts by advising students about this new option and SSSP support staff has been adapting processes to ensure accurate placement.</p>

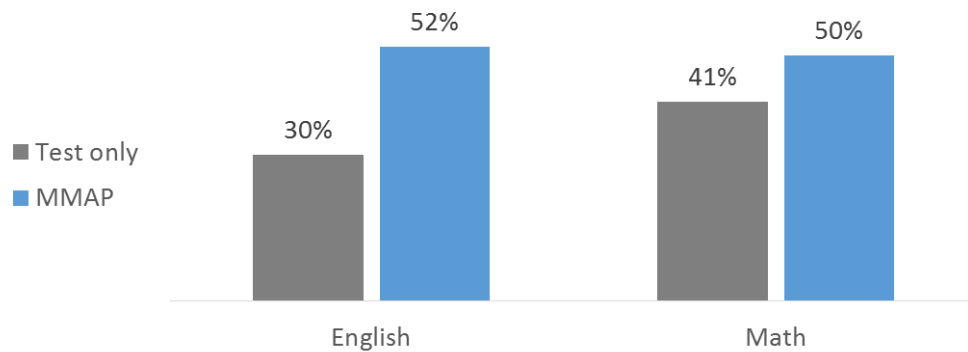
## Student Success and Support Program

Students with comprehensive MMAP evaluation



Note: Students who were placed with comprehensive evaluation including high school transcripts and test information.

Transfer-Level Placement



Note: Transfer-level Placement under MMAP and Test-only models.

### GOAL

**Provide Counseling and Educational Planning Services**

### PROGRESS

Students complete the initial academic plan in MAP (My Academic Plan) prior to enrolling.

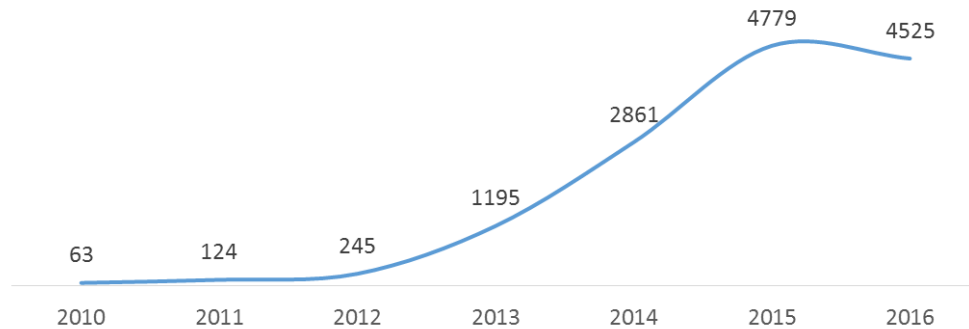
A MAP (My Academic Plan) Lab was opened. Students are able to stop by during lab hours and complete their Comprehensive Academic Plan.

Discipline faculty mentors are discipline faculty (not counselors) who provide career mentoring to students. These faculty inform students what careers are available to majors within their discipline. These faculty are working with counselors to develop program roadmaps.

## Student Success and Support Program

Degree Audit has been piloted with two counselors.

Number of completed and approved Comprehensive Academic Plans



Note: Count of students with a completed and approved Comprehensive Academic Plans.

### GOAL

**Provide support services for students on probation or at risk of probation/dismissal**

### PROGRESS

The college implemented Early Alert, also called EESI (Extremely Early Support Innovation). This system allows instructors to easily send concern and positive messages to students. The messages are viewable by select staff and counselors.

Probation and dismissal workshops were offered by counselors.

### GOAL

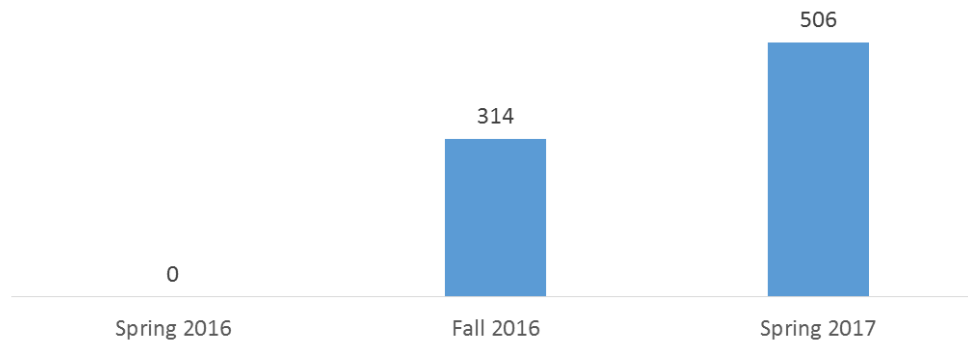
**Support the launch of the noncredit Adult ESL program**

### PROGRESS

A&R, Matriculation, Counseling and the ESL department worked closely together to develop and deliver effective specialized admission, SSSP, and enrollment services. One of the primary objectives is to reduce exit points. Admission and Assessment was combined into one activity. After this, students return a few days later and receive both counseling and orientation at which time they also enroll in classes. Another objective is to provide bilingual support services to help students understand and complete these processes.

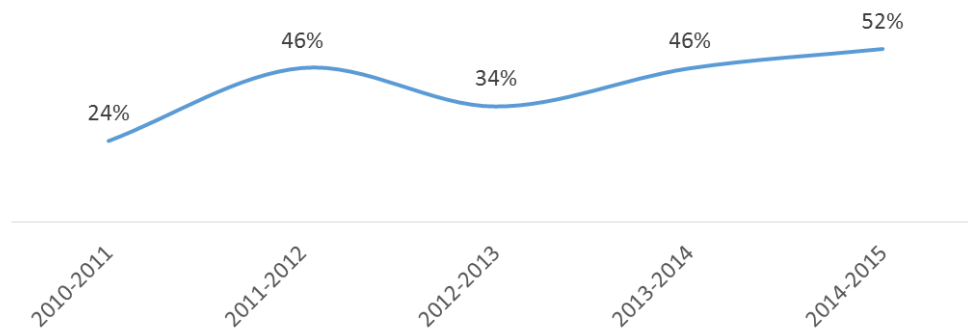
## Student Success and Support Program

Adult ESL (nont-credit Enrollment)



Note: Student enrollment in AESL non-credit courses (headcount)

2-Year Transfer-Level Achievement Rate for ESL  
OVERALL



Note: Completing WR1 (transfer-level English course) within 2 years for students interested in transferring or receiving degree and started in ESL writing sequence.

- c. To what do you attribute your overall success or lack thereof? (This answer can be in narrative or bullet; 100 words maximum)
- We attribute our overall success to the involvement of our shared governance and integration of these programs throughout the campus community. There have been ongoing communications between these programs both within our college and our district. Each of the programs has been delivering both direct academic support to students and professional development for faculty and staff (trainings on curriculum redesign, counseling, and supplemental instruction). In the last year, there were intentional efforts to educate each other about the initiatives requirements, identify where unplanned intersections were already occurring, and determine where further deliberate integration makes sense.
- d. In the table below, identify one goal from your 2015-16 plans that intersects SSSP, Student Equity, and BSI and describe the integration activities. (Note: For the 2017-19 plan, integrated goals are required.)

Table 2 - 2015-2016 Intersection of goals

Goal	Activities in each program that serve the goal listed		
	SSSP	Student Equity	BSI
<b>ESL faculty will assess, plan, and implement programmatic redesign or changes that will significantly improve outcomes for students planning to advance to college/transfer level courses at IVC and investigate the possibility of non-credit courses.</b>	Provide extended and targeted matriculation core services at the AESL center for non-credit ESL students	<p>Created a non-credit ESL program (AESL) for students whose educational goal is not necessarily to transfer but to earn a Career Development and College Preparation certificate.</p> <p>Having two ESL programs, a credit program focused on academic completion and a non-credit program focused on certificate completion and job, life, and community communication skills, will eventually improve completion rates for both populations as students will be working with curricula that matches their educational goals.</p> <p>Offer embedded tutors in ESL courses to help students complete the academic writing sequence that leads to WR1.</p>	<p>Purchase AESL textbooks for in-class student use</p> <p>Professional development (monthly trainings) for instructors to improve completion rates for students enrolled in credit ESL program.</p>

2. Describe one strategy or activity that your college has implemented that is resulting in significant gains in student completion or closing of achievement gaps. The Chancellor's Office will use this information to assist in dissemination of effective practices to other colleges.

The English accelerated pathway, which began in fall 2012, has seen gains of 20-25% in the completion of college-level English for students who take the accelerated course. When IVC began piloting its first accelerated English classes in fall 2012, the traditional sequence began three levels below, and about 30% of students who started there successfully completed the transfer-level writing course (WR 1) within three years. The comparable three-year throughput rate for completion of WR1 for students who placed two levels below was 46%, while that of students who placed one level below was 58%. A best practice to address these low throughput rates was the design and implementation of the Accelerated Introduction to College Writing course (WR 399, a 5 units combination of one level and two levels below transfer level) and co-requisite Writing Conference course (WR 380, 0.5 units), both piloted in fall 2012.

WR 399/380 has improved outcomes for all student groups who test at the pre-college level, including students of color and students from low-income backgrounds. IVC chose to implement the accelerated English pathway based on the California Acceleration Project model. An important factor was the history of demonstrated success with CAP's accelerated English pathway which both: a) greatly improved student outcomes, including greatly enhancing equity; and b) scaled successfully and effectively transformed the English basic skills sequence from three levels of remediation to one level. Currently, about 64 % of students who enter the accelerated WR 399 course pass WR 1 within three years, and they do so in less time while accumulating fewer non-degree applicable remedial education units. These dramatic shifts transformed a situation in which the widest achievement gap was 35 percentage points and narrowed it to where the widest gap was only 10 percentage points. In fall 2016, this program became full-scale at IVC, which means that all students who placed into the basic skills sequence in English take no more than one semester of basic skills courses.

## FUTURE PLANS

*Questions 3-8 address the 2017-19 planning cycle.*

3. Establish integrated student success goals to be completed/achieved by June 30, 2019, along with corresponding activities designed to achieve those goals. Goals must be outcomes-based, using system-wide outcomes metrics. For example:
- Basic skills completion, including, but not limited to, (1) increasing the number of students successfully transitioning to college-level mathematics and English courses, and 2) reducing the time it takes students to successfully transition to college-level mathematics and English courses.
  - Closing achievement gaps for disproportionately impacted groups.
  - Improving success rates in degree attainment, certificate attainment, and transfer.
  - Improved identification of and support for students at-risk for academic or progress probation.
  - Deeper collaborations with high school districts, workforce agencies, or other community partners, particularly to increase students' college and job readiness
- Improved noncredit student success for those with noncredit offerings (e.g., CDCP certificates awarded, course success, and noncredit-to-credit transition)

Select five integrated goals for the period covering this plan and complete the following table, showing how each goal connects across programs as well as the activities/steps you will implement to achieve each goal (Note: not all cells are required to be completed for each goal, but goals should cross at least two programs). Include at least one goal for each of three programs: Student Success and Support Program (core services), Student Equity, and Basic Skills.

Complete the table on the next page. Add rows as needed to list all five goals.



Table 3 – Integrated Goals

Goal	Activities in each program that serve the goal listed			Goal Area
	SSSP	Student Equity	BSI	
<b>Goal 1: Increase student engagement in college life</b>	Promote Student Life opportunities during orientation.  Incentivize freshman students to attend a supplementary in-person orientation (Laser Week)	Specialized activities and services for disproportionately impacted groups.		<input type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input type="checkbox"/> Transfer <input type="checkbox"/> ESL/Basic Skills Completion <input type="checkbox"/> Degree & Certificate Completion <input type="checkbox"/> Other
<b>Goal 2: Reduce the rate of students on probation or at risk of probation</b>	Require counseling services for students on probation.  Scale the college's early alert system.	Specialized follow-up services for disproportionately impacted groups.		<input type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input type="checkbox"/> Transfer <input type="checkbox"/> ESL/Basic Skills Completion <input type="checkbox"/> Degree & Certificate Completion <input type="checkbox"/> Other
<b>Goal 3: Increase completion of transfer-level Math and Writing classes</b>	Scale Multiple Measures Placement.  Offer math refresher workshops before math assessment	Provide academic tutoring on Saturdays at the Student Success Center.  Support of the Supplemental instructor program in the ESL academic writing sequence leading to WR 1.	Scale Multiple Measures Placement.  Continue exploring curriculum design to reduce the number of semesters of basic skills instruction.  Support training of WR 399 accelerated English faculty.  Support training for English faculty who teach the accelerated course WR 399 and for ESL faculty who teaching in the ESL academic writing sequence.  The English department is developing a transfer level co-req support course for students that would traditionally place in one level below.  Review placement models.  Provide Math supplemental instruction and workshops.	<input type="checkbox"/> Access <input checked="" type="checkbox"/> Retention <input checked="" type="checkbox"/> Transfer <input checked="" type="checkbox"/> ESL/Basic Skills Completion <input checked="" type="checkbox"/> Degree & Certificate Completion <input type="checkbox"/> Other

Goal	Activities in each program that serve the goal listed			Goal Area
	SSSP	Student Equity	BSI	
<b>Goal 4</b> <b>Increase student completion of degrees, certificates, and transfer</b>	<p>Identify students who are close to completion and require counseling.</p> <p>Provide specialized matriculation services for the AESL program</p> <p>Develop and Implement pathways</p>	<p>Closely monitor designated group and follow up.</p> <p>Provide Summer Bridge, transfer nights and academic tutoring to disproportionate impacted groups.</p> <p>Fund bilingual staff and program coordinator for the AESL center</p>	<p>As English, ESL and Math requirements are key gatekeeper courses, BSI has supported efforts noted in above goal to support English, ESL and Math completion specifically.</p> <p>Purchase replacement student loaner textbooks for AESL program</p>	<p><input checked="" type="checkbox"/> Access</p> <p><input checked="" type="checkbox"/> Retention</p> <p><input type="checkbox"/> Transfer</p> <p><input checked="" type="checkbox"/> ESL/Basic Skills Completion</p> <p><input checked="" type="checkbox"/> Degree &amp; Certificate Completion</p> <p><input type="checkbox"/> Other</p>
<b>Goal 5</b> <b>Reduce the achievement gap for disproportionately impacted students (in Goals 1 - 4)</b>	<p>Specialized follow up with students in these groups.</p>	<p>SEP will fund staffing, programs and direct services (including tutoring, counseling) to disproportionately impacted groups - Guardian Scholars, Veterans, ESL, AESL, and Re-Entry students.</p>	<p>Accelerated English curriculum has been shown specifically to reduce the achievement gap among disproportionately impacted students.</p> <p>The statistics pathway will eliminate potential exit point as students work towards completing their transfer level math requirement. This will also assist in reducing the achievement gap for disproportionately impacted students.</p>	<p><input checked="" type="checkbox"/> Access</p> <p><input checked="" type="checkbox"/> Retention</p> <p><input checked="" type="checkbox"/> Transfer</p> <p><input checked="" type="checkbox"/> ESL/Basic Skills Completion</p> <p><input checked="" type="checkbox"/> Degree &amp; Certificate Completion</p> <p><input checked="" type="checkbox"/> Other</p>

4. How will your college accomplish integration of matriculation, instruction, and student support to accomplish your student success goals? Include in your answer how your college will ensure coordination across student equity-related categorical programs or campus- based programs. (500 words max)

Each of the programs has designated coordinators and a task force to provide oversight of the program's objectives. These task forces report to the following strategic planning committees: Institutional Effectiveness Committee (IEC) and Student Success, Access, Matriculation, Marketing and Outreach (SSAMMO). It is each coordinator's responsibility to report back to the strategic planning committees. Furthermore, some faculty serve on two or all three of these taskforces, which allows for further collaboration. To continue integration effort, the college

established an Integration Work Group (IWG) consisting of these coordinators and representatives from the Office of Research, Planning and Accreditation (ORPA) and the Basic Skills Transformation (BST) Grant. The IWG began to meet in fall 2016 to review ongoing integration efforts. This work group includes representatives from all constituent groups. We developed draft integrated and measurable goals which mirrored or complemented District and/or College strategic goals and agreed upon targets. The draft goals were presented to all strategic planning committees for approval.

To integrate the efficient use of funds to support instruction, BSI, SSSP, and SEP are working together to fund programs in the areas of college writing, math tutoring, and both English as a second language (ESL) and adult English as a second language (AESL). While each of the funding sources has different restrictions, an important function of the IWG is to determine which funding source can fund various aspects of each program's needs.

The IWG then identified college programs and how best the categorical programs support that program. For example, the college identified some duplication of separate supplementary orientations being offered for Veterans, Foster Youth, and International students. To ensure integration across the programs, the college incorporated all of these into Laser Week - a new student orientation program. Offered for three days the week prior to the beginning of school, it focuses on assisting student at the onset of their academic careers with successful academic success strategies such as academic integrity, tutoring, support services, campus tours and career guidance, health and wellness, cultural competencies and student leadership opportunities. To further ensure student retention and completion, we have also incorporated workshops for families and caregivers to assist their student in their academic efforts.

Another area the college has specifically identified as an integration opportunity is support for Foster Youth and Re-Entry students. This year, Student Equity is providing supervision to these programs, funding for project specialists, support services from a Senior Administration Assistant for Student Equity, and access to repository of academic support service resources. As a result of integration, SSSP will provide the funding for adjunct counselors in both these programs that focus on counseling and academic planning. The college's implementation of multiple measures and shifting towards accelerated course sequences in English, Math and ESL are also supported by SSSP and SEP services.

It is the college's plan that the Integrated Planning Work Group will continue to regularly review activities, develop strategies for identifying opportunities where the programs can support an activity by providing coordinated services. This group will also evaluate each activity for its effectiveness and review the research data to determine whether IVC is achieving the Integrated Plan goals.

5. If your college has noncredit offerings, describe how you are including these offerings in moving students through to their goals, including post-secondary transitions and employment. (250 words max)

In fall 2016, IVC launched a non-credit ESL program, AESL (Adult ESL), consisting of a five-course ESL sequence that offers three certificates of English language competency at the beginning, intermediate, and advanced levels. These CDCP designed courses provide non-native English learners the necessary language skills and U.S. civics understanding in order to increase opportunities for employment, community engagement, and academic success.

These offerings seamlessly transition to credit bearing academic ESL courses, which lead to WR 1. Counselors and/or full-time ESL faculty visit the advanced non-credit courses each semester to discuss future college courses and encourage credit enrollment. Also, as AESL non-credit students have access to all the same services and courses as IVC credit students, they can also take other credit courses concurrently in order to develop the basic skills needed to succeed in the workforce and/or subsequent transfer-level courses.

Additionally, AESL noncredit students, supported by BSI, SSSP, SEP, and Adult Education Block Grant (AEBG) funding, are provided loaner textbooks and have access to an ESL counselor, bilingual support staff, and the AESL Center, a one-stop center that offers services that specifically address this population's needs, including assistance with the admissions process, assessment, orientation, academic and career counseling, and campus and community resource referral.

As this program grows, it will offer vocational and digital literacy curricula as well as work with community partners, including those involved with AEBG, to enhance employment opportunities.

6. Describe your professional development plans to achieve your student success goals. (100 words max)

Members of campus governance groups have identified desirable faculty skills and competencies that contribute to student success in the areas of individual evaluations, program review, accreditation, and student learning outcomes. To promote these areas, we host two professional development weeks (in August and January). We provide workshops for faculty, staff, and students in the areas of student success and student equity. We also provide ongoing professional development, including lunchtime workshops, diversity-themed book clubs, and

instructional support groups. Our campus also has funding and a process for faculty, staff, and students to participate in regional and state-wide meetings and conferences.

7. **How and how often will you evaluate progress toward meeting your student success goals for both credit and noncredit students? You could analyze milestones, momentum points, leading indicators, or any other metric you find appropriate for your college. (100 words max)**

The Office of Research, Planning, and Accreditation (ORPA) has worked with programs and SSSP, SEP, and BSI taskforces to establish baseline numbers and targets for each goal. Ongoing and annual evaluations will examine but not be exclusive to the following indicators: levels of student engagement, probation status, basic skills completion rate, certificate completion, and overall completion rate (Chancellor's Office Scorecard Student Progress and Achievement Rate). During these evaluations, program coordinators and leadership teams will review updated data to assess its progress toward achieving established targets and strategize efforts to ensure subsequent targets are attained.

8. **For multi-college districts, how will you coordinate your efforts for SSSP, Student Equity, and BSI, with other colleges in your district to achieve your student success goals? (100 words max)**

Within our South Orange County Community College District, we have two institutions: Saddleback College and Irvine Valley College. We have established our IWG as an official member of the shared governance of IVC. This group will meet on a monthly basis within our campus and once a semester within our district. We expect to provide campus-wide presentations and ongoing professional development opportunities for our district on a regular basis. In addition to meetings, we expect to continue sponsoring joint programmatic efforts for the students on both campuses.

9. Using the document “BSI SE SSSP Integrated Budget Plan 2017-2018” and your 2017-2018 annual allocation amounts, provide a budget plan specifying how you will utilize your BSI, SE, and SSSP funds to help achieve your student success goals.

Object Code	Category	BSI	SEP	SSSP	SSSP Match	Non-credit SSSP	Non-credit SSSP Match	Total
1000	Academic Salaries	\$ 77,383	\$ 90,000	\$ 911,799	\$ 1,147,813	\$ 7,595	\$ 7,595	
2000	Classified and Other Nonacademic Salaries	\$ 77,780	\$ 354,000	\$ 757,983	\$ 896,879			
3000	Employee Benefits	\$ 14,635	\$ 128,213	\$ 685,310	\$ 975,540	\$ 1,341	\$ 1,341	
4000	Supplies & Materials	\$ 4,500	\$ 35,933	\$ 12,000				
5000	Other Operating Expenses and Services	\$ 12,900	\$ 57,950	\$ 180,168				
6000	Capital Outlay	\$ -		\$ 10,000				
7000	Other Outgo	\$ -	\$ 2,000					
<b>Total</b>		<b>\$ 187,198</b>	<b>\$ 668,096</b>	<b>\$ 2,557,260</b>	<b>\$ 3,020,232</b>	<b>\$ 8,936</b>	<b>\$ 8,936</b>	<b>\$ 6,450,658</b>

Note: see [https://docs.google.com/spreadsheets/d/11Dti43Jb\\_rWCU5tviMM66W4gMHpXfSnCUq4xy4gvlKc/edit#gid=1059502616](https://docs.google.com/spreadsheets/d/11Dti43Jb_rWCU5tviMM66W4gMHpXfSnCUq4xy4gvlKc/edit#gid=1059502616) for more details. BSI=Basic Skills Initiative, SEP=Student Equity Plan, SSSP=Credit Student Success and Support Program

10. Each college must create an executive summary that includes, at a minimum, the Student Equity goals for each required student group, the activities the college will undertake to achieve these goals, and the resources budgeted for these activities. The executive summary for this plan must also include an accounting of how Student Equity funding for 2014-15, 2015-16, and 2016-17 was expended and an assessment of the progress made in achieving the identified goals from prior year plans. The summary must also include the name of the college or district official to contact for further information. The executive summary must be posted to the college website. Provide a link to your college's executive summary below:

<b>2017-2018 Student Equity/Integrated Goals for each required student group</b>	
<b>College Activities to achieve these goals</b>	<b>2017-2018 Resources Budgeted</b>
<b>Increase student engagement in college life</b>	
Marketing and Creative Services: Translation	5,000
<b>Subtotal</b>	<b>5,000</b>
Outreach and Recruiting: Director	102,374
Outreach and Recruiting: Promotions	3,033
<b>Subtotal</b>	<b>105,407</b>
Student Equity: Administrative Assistant (Senior)	83,978
Student Equity Contingency Fund	10,000
Student Equity: Student Diversity & Peer Educators (DEPE) - NBU	10,000
Student Equity: Laser Week	6,000
Student Equity: Meet & Greets: Networking Receptions	5,000
Student Equity: Multicultural Programs	10,000
Student Equity: Project Specialists (2)	49,000
<b>Subtotal</b>	<b>173,978</b>
Wellness Center: Food Resource Center Staffing	16,000
Wellness Center: Food Resource Center Supplies	6,500
<b>Subtotal</b>	<b>22,500</b>
<b>Increase student completion of degrees, certificates, transfer or transfer prepared students</b>	
Counseling: Summer Bridge Project Specialist (NBU) 10 hours a week Spring and Summer semester	5,000
Counseling: Summer Bridge Student Support	6,400
Counseling: Latino Transfer Night	1,450
<b>Subtotal</b>	<b>12,850</b>
Kinesiology, Health and Athletics – Student Athlete Success Program (Tutors)	15,000
<b>Subtotal</b>	<b>15,000</b>
<b>Reducing the achievement gap disproportionately impacted students</b>	
Guardians Scholars: Pt. Time Faculty Counselor and Benefits	53,000
Guardian Scholars: Project Specialist (NBU) (20 hours a week)	20,000
Guardian Scholars: Outreach and Event Programming	3,000
<b>Subtotal</b>	<b>76,000</b>

2017-2018 Student Equity/Integrated Goals for each required student group	
College Activities to achieve these goals	2017-2018 Resources Budgeted
Veterans Center: Project Specialist (NBU) (10 hours a week)	10,000
Veterans Center : Mental Wellness Counselor	42,336
<b>Subtotal</b>	<b>52,336</b>
ESL: Supplemental Instruction Tutors for ESL Students	34,000
ESL: Tutor Coordinator of Supplemental Instruction for ESL Students	11,000
<b>Subtotal</b>	<b>45,000</b>
AESL: Non-Credit Program Coordinator	35,000
AESL: Non-Credit Translators NBUs	18,000
<b>Subtotal</b>	<b>53,000</b>
Student Success Center: Tutors Writing & ESL Saturday Drop-In Assistance in Library	11,500
<b>Subtotal</b>	<b>11,500</b>
Re - Entry Center: Pt. Time Faculty Counselor and Benefits	53,000
Re - Entry Center: Project Specialist (NBU) (20 hours a week)	20,000
Re Entry Center: Outreach and Event Programming	3,000
<b>Subtotal</b>	<b>76,000</b>
Research & Planning: Student Equity Research Analyst	103,965
Research & Planning: Focus Groups	3,000
<b>Subtotal</b>	<b>106,965</b>
Student Equity: DREAM Book Club	1,500
Student Equity: Equity Symposium (formerly Cultural Competence Summit)	10,000
Student Equity: Flex Week Speakers	5,000
Student Equity: Laptop Loan Program	1,000
Student Equity: Professional Development SE Task Force	10,000
Student Equity: Region 8 Meeting Operational Expenses	500
Student Equity: Textbook Scholarship/Promise Program	5,000
Student Equity: Transportation vouchers/Promise Program	2,000
<b>Subtotal</b>	<b>35,000</b>



Previous Student Equity goals for each required student group	
A.1 Foster Youth Access	
1. By 2016: Account for all self-identified foster youth students at Irvine Valley College and ensure they are receiving the necessary services to facilitate their success.	
2. By 2017: All Pell-eligible foster youth students will be contacted directly to help ensure all students complete the FAFSA application, and all Chafee-eligible students receive the grant.	
Accounting of how Student Equity funding for 2014-15 was expended	<ul style="list-style-type: none"> <li>- Guardian Scholars: Pt. Time Faculty Counselor 53,000</li> <li>- Guardian Scholars: Direct Aid to Students 13,000</li> </ul>
Accounting of how Student Equity funding for 2015-16 was expended	<ul style="list-style-type: none"> <li>- Guardian Scholars: Pt. Time Faculty Counselor 53,000</li> <li>- Guardian Scholars: Direct Aid to Students 1,500</li> <li>- Guardian Scholars: Outreach/ Student Supplies 8,500</li> </ul>
Accounting of how Student Equity funding for 2016-17 was expended	<ul style="list-style-type: none"> <li>- Guardian Scholars: Pt. Time Faculty Counselor 27,500</li> <li>- Guardian Scholars: Project Specialist 5,700</li> <li>- Guardian Scholars: Outreach/ Student Supplies 5,000</li> </ul>
Progress made in achieving the identified goals from prior year plans	<p>The Guardian Scholars program has been successful in properly identifying the accurate number of current and former Foster Youth enrolled at IVC.</p> <p>The Guardian Scholars Center continuously makes an effort to contact all self-identified foster youth students at IVC each semester through a list provided by both Admissions and Records &amp; Financial Aid to ensure they are receiving necessary services; these services include basic needs such as counseling &amp; financial aid assistance as well as additional help with services such as food insecurities, transportation, and assistance with paying for books and other supplies.</p>
A.2 Veteran Student Access	
By 2016: Identify 100% of enrolled veteran students eligible for services. Increase services to active military in the surrounding area.	
Accounting of how Student Equity funding for 2014-15 was expended	<ul style="list-style-type: none"> <li>- Veterans Center: Mental Wellness Counselor 42,336</li> </ul>
Accounting of how Student Equity funding for 2015-16 was expended	<ul style="list-style-type: none"> <li>- Veterans Center: Mental Wellness Counselor 42,336</li> </ul>
Accounting of how Student Equity funding for 2016-17 was expended	<ul style="list-style-type: none"> <li>- Veterans Center: Mental Wellness Counselor 21,000</li> <li>- Veterans Center: Smart Pens 700</li> <li>- Veterans Center: Women's Summit 3,000</li> </ul>
Progress made in achieving the identified goals from prior year plans	<p>The Veterans Office identified all enrolled veterans eligible for services by spring 2016.</p>

B.1 Course Completion	
Accounting of how Student Equity funding for 2014-15 was expended	N/A
Accounting of how Student Equity funding for 2015-16 was expended	N/A
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Laser Week New Student Orientation 10,000
Progress made in achieving the identified goals from prior year plans	Initially, established by Admissions and Records in 2015, Laser Week is now an integrated program sponsored by Admissions & Records, Student Life and Equity Programs. In its third year, Laser Week is a three day orientation program to introduce academic success strategies to newly enrolled IVC students.
<b>C.1 ESL and Basic Skills Completion – 35 years old and above</b> <i>By 2018: Increase rates of Basic Skills Improvement for ESL among students age 35+ according to their individual education goals by 3 points from 23% to 26%.</i> <i>By 2018: Increase rates of Basic Skills Improvement for English among students 40 to 49 years of age according to their individual education goals by 3 points from 28% to 31%.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- AESL: Faculty Stipends for AESL program and curriculum development 20,000
	- ESL: Faculty Stipends, Full and Part time for research, software, and trainings 9,000
	- ESL: Software: Language Acquisition Center 10,365
	- Student Success Center: Saturday Tutoring 8,000
Accounting of how Student Equity funding for 2015-16 was expended	- AESL: Non-Credit Program Coordinator 48,200
	- AESL: Student Supplies: Textbooks 19,134
	- ESL: Supplemental Instruction Tutors for ESL Students 24,092
	- ESL: Tutor Coordinator of Supplemental Instruction for ESL Students 4,648
	- ESL: Software and Books 2,026
	- Student Success Center: Saturday Tutoring 6,000
Accounting of how Student Equity funding for 2016-17 was expended	- AESL: Non-Credit Program Coordinator 24,180
	- AESL: Student Supplies Headsets 1,622
	- ESL: Supplemental Instruction Tutors for ESL Students 33,549
	- ESL: Tutor Coordinator of Supplemental Instruction for ESL Students 6650
	- Student Success Center: Saturday Tutoring 9,500

<b>Progress made in achieving the identified goals from prior year plans</b>	<p>In 2014-2015, ESL faculty researched, wrote curriculum and designed a non-credit AESL program, including specialized admissions and matriculation processes. One highlight of this research is the finding that many 35+ students in the ESL credit program were on financial aid (61%). For those students in the lower credit levels, such as low beginning, up to 80% of the students were on financial aid. This suggests that this student population would benefit from taking non-credit classes and receiving free course materials, including textbooks and computer lab headsets, which were later purchased.</p> <p>In addition, ESL faculty researched and purchased supplemental English learning software for the targeted population to use in the language lab, and faculty were trained on use of such software.</p> <p>In 2015-2017, a coordinator was hired to manage the daily operations of the AESL program. The coordinator has been a critical piece in continuing the student services offered at the AESL center for this population and ensuring enrollment. We have served 1,225 students who have enrolled in the initial year (16/17) The average age of the student population is 44. In coordination with BSI, the ESL department purchased 1500 student course required textbooks to be used as a loaner program for students taking AESL courses. This textbook loaner program was confirmed after surveying all students in fall 2016. 77% of students (n=278) reported that they would not be able to purchase these textbooks (because of limited financial resources) on their own.</p> <p>The bilingual staff at the AESL center are also a critical component as they assist this population with student support services in person, not online. 81% of students (n=287) said a staff person from the AESL center assisted them with these core services. Of this percentage, 41% of them reported they were helped by a student help NBU in their native language (Chinese, Korean, Arabic, Farsi, Spanish, or Russian).</p> <p>In fall 2015, ESL faculty designed a Supplemental Instructor Program to assist students enrolled in ESL courses. This program consisted of 7 SI Tutors who directly supported around 625 students once a week in the classroom for 18 weeks, which totals 12,729 times of direct contact with students. In addition, they held office hours and workshops. Future research will determine how the support directly affected the targeted population (35+).</p> <p>For English and ESL students aged 35+, additional Saturday drop-in academic tutorial services were offered, and 59 students used this assistance a total of 131 times. The average student went 2.2 times for a total of 4.0 hours. Of the 59 unique students who came to the Saturday drop-in tutoring, 58% were 30 or over (only 24% of IVC's student body is 30 or over).</p>
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<b>C.2 ESL and Basic Skills Completion – African American Students</b> <i>By 2018: Increase rates of Basic Skills Improvement for English among African American students according to their individual education goals by 3 points from 33% to 36%.</i>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	English: Faculty Research Stipend of Best Practices (Spring 2015) 3,100
	- English: Workshop Textbooks 3,000
	- English: Teacher Training Workshop Stipends 3,000
	- English: Faculty Research Stipend of Best Practices (Summer 2015) 6,050
	- English: Workshop Refreshments 400
<b>Accounting of how Student Equity funding for 2015-16 was expended</b>	- English: Lit Café Textbooks 1,382
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	N/A
<b>Progress made in achieving the identified goals from prior year plans</b>	Although initially funded by Student Equity, this initiative was not completed due to lack of faculty availability due to the increased involvement with other statewide and federal initiatives.
<b>C.3 ESL and Basic Skills Completion – Re Entry Students</b> <i>By 2018: Increase the completion rate (SPAR) among students ages 25 to 29 by 3 points from 34% to 37%.</i>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	- N/A
<b>Accounting of how Student Equity funding for 2015-16 was expended</b>	- Re Entry Center: Pt. Time Faculty Counselor Staffing 20,000
	- Re Entry Center: Project Specialist (NBU) 4,234
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	- Re Entry Center: Pt. Time Faculty Counselor Staffing 10,000
	- Re Entry Center: Project Specialist (NBU) 4,234
	- Re Entry Center: Student Aid 3,000
<b>Progress made in achieving the identified goals from prior year plans</b>	Re-Entry Center Faculty Counselor was hired in October 2016; A Re-Entry Center space was identified in November 2016; Individualized appointments with Re-Entry students begin in October 2016; Specialized group counseling sessions and workshops began in November 2016.

D.1 Degree and Certificate Completion – Re Entry Students	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	See C.3
Accounting of how Student Equity funding for 2016-17 was expended	See C.3
Progress made in achieving the identified goals from prior year plans	See C.3
D.2 Degree and Certificate Completion – Resources	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Student Equity: Textbook Loan Library 5,000
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Textbook Loan Library 23,000
	- Student Equity: Laptop Loan Program 163,498
Progress made in achieving the identified goals from prior year plans	The Office of Student Equity established a Laptop Loan program in 2016-2017 academic year in response to data that indicated access to technology resources was limited for disproportionately impacted groups. Currently, procedures are being developed for intake and usage.
E.1 Transfer – Northern California Campus Tour/Latino Transfer Night <i>By 2018: Increase the transfer rate among Hispanic students by 5 points from 35% to 40%.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- Career/Transfer Center: Seasonal Job Fair/Career Mixer 1,460
	- Career/Transfer Center: Happy Hours 1,493
	- Career/Transfer Center: Latino Community Fair 2,000
	- Counseling Center: Evening Counseling 20,360
Accounting of how Student Equity funding for 2015-16 was expended	- Transfer Center: Up North College Tour Stipends 2,205
	- Transfer Center: Up North College Tour 15,253
	- Transfer Center: Latino Night 1,600
Accounting of how Student Equity funding for 2016-17 was expended	- Transfer Center: Up North College Tour Stipends 1,400
	- Transfer Center: Up North College Tour 10,000
	- Counseling Center: Latino Night 800
Progress made in achieving the identified goals from prior year plans	Student pre and post evaluations were collected to see students' learning and overall experience of the Northern CA Campus Tour. The qualitative data results show that students learned and gained a lot through their experiences of visiting, touring and listening to admission information on their Northern CA Campus Tour excursion. For some of these students, it was life changing

	<p>because it helped them see their options and solidify their choices.</p> <p>Latino Transfer Night was held for two academic years, each in spring semester. We had 25 students and their families from local high schools and from IVC attend the Latino Transfer Night. By providing these resources, it helped them feel connected to IVC and meet all of the supporting staff/faculty.</p> <p>This event covered the transfer process, financial aid, the California Dream Act and finding and applying for scholarships. We also put together packets of information and flyers of all student services and referrals. Counseling is in the process of analyzing the impact of these programs on Chicano/Hispanic/Latino student transfer rates.</p>
<b>E.2 Transfer – Summer Bridge for Hispanic Students</b> <i>By 2018: Increase the transfer rate among Hispanic students by 5 points from 35% to 40%.</i>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	- N/A
<b>Accounting of how Student Equity funding for 2015-16 was expended</b>	- Counseling: Summer Bridge Student Support 13,290
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	- Counseling: Summer Bridge Student Support 5,000
	- Counseling: Summer Bridge Project Specialist (NBU) 5,600
<b>Progress made in achieving the identified goals from prior year plans</b>	Summer Bridge has been offered for two academic years, each in summer semester. Counseling is in the process of analyzing the impact of these programs on Chicano/Hispanic/Latino student transfer rates.
<b>E.3 Transfer – Digital Advertising - Hispanics</b>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	- N/A
<b>Accounting of how Student Equity funding for 2015-16 was expended</b>	- Marketing & Creative Services: Digital Advertising 14,920
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	- Marketing & Creative Services: I Heart Radio 19,560
<b>Progress made in achieving the identified goals from prior year plans</b>	Ad: 320x50 Hispanic; Impressions: 250,045; Clicks: 891; CTR%: 0.36% - 2.5 times higher than industry average. Turning advertising focus to high services offered for underserved students as opposed to one specific group.
<b>F.1 Other College: Research and Evaluation – Analyst</b>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	- Research and Planning: Staffing 72,571
<b>Accounting of how Student Equity funding for 2015-16 was expended</b>	- Research & Planning: Student Equity Research Analyst 96,909
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	- Research & Planning: Student Equity Research Analyst 57,693
<b>Progress made in achieving the identified goals from prior year plans</b>	A Research Analyst was hired in February 2016 and serves as a member of the Student Equity Leadership team. The Research Analyst position conducted orientations, attended monthly meetings, and analyzed mid-year and year-end reports for each equity initiative on its assessment and evaluation strategies.

F.2 Other College: Outreach - Director	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Outreach: Director 115,566
Accounting of how Student Equity funding for 2016-17 was expended	- Outreach: Director 70,824
Progress made in achieving the identified goals from prior year plans	An Outreach Director was hired in March 2016 and serves as a member of the Student Equity Leadership team. The Outreach Director conducted orientations, attended monthly meetings, analyzed mid-year and year-end reports for each equity initiative on its outreach strategies.  Outreach activities encompass almost all areas of Student Equity programs, such as ESL, Foster Youth, Veterans, Latino Transfer night, and the Re-entry center.
F.4 Other College: Student Equity Support Staff	
<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Student Equity: Project Specialists (3) 25,214
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Project Specialists (3) 19,200  - Student Equity: Diversity and Peer Educators (DEPE) Staffing 19,800
Progress made in achieving the identified goals from prior year plans	In August 2016, three project specialists were hired to assist the Director of Student Life and Equity programs with multicultural programming and student leadership development of student equity initiatives. There was an expansion of the staff to include student leaders called Diversity & Equity Peer Educators (DEPE) in January 2017.
F.5 Other College: Cultural Competency Summit	
<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- Student Services: Cultural Competency Summit 32,525
Accounting of how Student Equity funding for 2015-16 was expended	- See F.12
Accounting of how Student Equity funding for 2016-17 was expended	- See F.12
Progress made in achieving the identified goals from prior year plans	Irvine Valley College hosted a Cultural Competency Summit in spring 2016. There were over 400 participants in attendance for the eight hour event. Evaluation of this program showed that staff, students, community members, and faculty had an improved understanding of the skills necessary for cultural competency.

F.6 Other College: Ethnic Studies Curriculum Development	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- No Equity Funds were utilized
Accounting of how Student Equity funding for 2016-17 was expended	- No Equity funds were allocated
Progress made in achieving the identified goals from prior year plans	Although denoted in the plan, none of the funds were utilized due to lack of faculty availability.
F.7 Other College: Student Equity and Social Justice Retreat	
<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- N/A
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Diversity and Equity Retreat: 16,300
Progress made in achieving the identified goals from prior year plans	The Diversity and Equity Retreat took place in November 2016. Pre-test and post-tests showed significant increased cultural competency skills for faculty, staff, and student participants.
F.8 Other College: DREAM BOOK CLUB	
<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Student Equity: DREAM Book Club 25,000
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: DREAM Book Club 17,000
Progress made in achieving the identified goals from prior year plans	The Office of Student Equity conducted 14 monthly DREAM book clubs from April 2016 until June 2017. Monthly meetings were held both in face to face and online via Blackboard. The meetings averaged 40 members per book club, and evaluation showed that the book clubs increased cultural competency knowledge of faculty, staff, and student participants.



F.9 Other College: Student Equity Meet and Greet	
<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Student Equity: Meet and Greet: Informal Networking Receptions \$13,700
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Meet and Greet: Informal Networking Receptions \$5,000
Progress made in achieving the identified goals from prior year plans	The Office of Student Equity conducted a meet and greet informal networking reception for the disproportionately impacted populations (Hispanic, African American, Foster Youth, Veterans, Re-Entry) and underrepresented populations (Asian American and LGBTQ) during the fall and spring semesters of 2016-2017. Student participants reported positivity about campus climate and an increased engagement in campus community.
F.10 Other College: Multicultural Programs	
<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Student Equity: Multicultural Programs 14,000
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Multicultural Programs 15,000
	- ELEVATE: AAPI Month 2,500
Progress made in achieving the identified goals from prior year plans	Since January 2016, the Office of Student Equity has conducted over 40 individual multicultural programs to educate the campus community about the cultures, heritages and issues impacting disproportionately impacted communities including events listed in F.5, F.7, F.8, F.9. Other events include: Lunar New Year, African American Heritage Month, Holi, Diwali, Indigenous Peoples Day, Dia de los Muertos, and Real Talk. The office of Student Equity has also established social media accounts and a newsletter. Initial feedback on the effectiveness of these events have indicated increased student learning outcomes.
F.11 Other College – Financial Aid Front Counter Staffing	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Financial Aid: Front Counter Staffing 22,680
Accounting of how Student Equity funding for 2016-17 was expended	- Financial Aid: Front Counter Staffing 20,000
Progress made in achieving the identified goals from prior year plans	The Office of Financial aid hired student staff to assist with financial aid and scholarship workshops. The primary focus of these positions were to serve as communication liaisons between the office and disproportionately impacted communities of the equity plan.

F.12 Other College: Professional Development	
<i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>	
<b>Accounting of how Student Equity funding for 2014-15 was expended</b>	- N/A
<b>Accounting of how Student Equity funding for 2015-16 was expended</b>	- Student Equity: Professional Development Opportunities 20,044
	- Student Services: Professional Development for Managers 18,119
<b>Accounting of how Student Equity funding for 2016-17 was expended</b>	- Student Equity: Professional Development Opportunities 11,000
	- ELEVATE/ Student Equity: Lunch and Learn 262 Bowers Museum 135
	- Student Equity: Flex Week Speaker – Spring 2017 2,500
	- Student Equity: Region 8 Directors Council 1,000
<b>Progress made in achieving the identified goals from prior year plans</b>	In addition to items listed in F.5, The Office of Student Equity has funded professional development opportunities for members of the Student Equity taskforce, Academic Senate, Office of Research, Planning and Accreditation, Re-Entry, Guardian Scholars, Outreach, and Veterans staff. We have conducted on campus professional development workshops open to the campus community on teaching cultural strengths, underrepresented student panels, and equity student leadership advocacy modules. We have also attended conferences on race and Promise Pathways and participated in statewide oversight meetings. The Director of Student Equity is also the co-founder and co-chair of Region 8 Student Equity Directors Council.

*Point of Contact:*

Name	Anissa Cessa Heard-Johnson
Title	Director, Student Life and Equity Programs
Email Address	aheard@ivc.edu
Phone	(949)451-5364

**11. What support from the Chancellor's Office (e.g., webinars, workshops, site visits, etc.) and on what topics (e.g., budget, goal setting, expenditures, data visualization, etc.) would help you to accomplish your goals for student success and the closing of achievement gaps?**

We believe the State Chancellor's Office should provide ongoing professional development and training on both a statewide and regional level that includes sharing of best practices and tutorials on the completion of statewide reporting. In addition, we believe having the MIS Student Success Referential File available on Data on demand (like other categorical files) would be essential to measuring the effectiveness of our initiatives and accomplishing our student success goals.

12. Identify one individual to serve as the point of contact for your college (with an alternate) for the Integrated Plan and provide the following information for that person:

*Point of Contact:*

Name	Arleen Elseroad
Title	Dean, Enrollment Services
Email Address	aelseroad@ivc.edu
Phone	(949)451-5409

*Alternate Point of Contact:*

Name	Angel Hernandez
Title	Counselor/Assistant Professor, BSI & BST Coordinator
Email Address	ahernandez107@ivc.edu
Phone	949-451-5465

### Part III – Approval and Signature Page

College: Irvine Valley College

District: South Orange County CCD

Board of Trustees Approval Date:

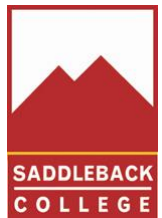
We certify the review and approval of the 2017-19 Integrated Plan by the district board of trustees on the date shown above. We also certify that the goals, strategies and activities represented in this plan meet the legislative and regulatory intent of the Student Success and Support (credit and noncredit), Student Equity, and Basic Skills programs and that funds allocated will be spent according to law, regulation and expenditure guidelines published by the California Community College Chancellor's Office.

**Debra L. Fitzsimmons – Interim Chancellor**

**dfitzsimmons@socccd.edu**

Chancellor	Date	Email Address
<b>Glenn Roquemore - President</b>		<b>groquemore@ivc.edu</b>
President	Date	Email Address
<b>Jim Buysee – Acting Vice Chancellor, Business Services</b>		<b>jbuysee@socccd.edu</b>
Chief District Business Officer	Date	Email Address
<b>Christopher McDonald – Vice President for Instruction</b>		<b>cmcdonald@ivc.edu</b>
Chief Instructional Officer	Date	Email Address
<b>Linda Fontanilla – Vice President for Student Services</b>		<b>lfontanilla@ivc.edu</b>
Chief Student Services Officer	Date	Email Address
<b>Davit Khachatryan – Vice President for Administrative Services</b>		<b>dkkhachatryan@ivc.edu</b>
Campus Budget Officer	Date	Email Address
<b>June McLaughlin – Academic Senate President</b>		<b>Jmclaughlin12@ivc.edu</b>
President, Academic Senate	Date	Email Address

# Basic Skills Initiative Student Equity Student Success and Support Program 2017-2019 Integrated Plan





# History

- What is integrated planning?
  - State Chancellor's Office required
  - Purpose: Increase collaboration, coordination and non-redundancy
- What are the expected outcomes of integrated planning?
  - Continue and scale collaboration
  - Integrated approach to services and programs
  - Move the needle on student equity and success



# Timeline

**FALL 2016**  
College Discussions  
About Plan

**SUMMER 2017**  
Integrated Plan  
Written

**OCTOBER/NOVEMBER 2017**  
Board Presentation  
and Approval

**SUMMER  
2016**

**FALL  
2016**

**SPRING  
2017**

**SUMMER  
2017**

**SEPT  
2017**

**OCT/NOV  
2017**

**DEC  
2017**

**SUMMER 2016**  
Chancellor's Office  
Announcement

**SPRING 2017**  
Template Release,  
College Collaboration

**SEPTEMBER 2017**  
Vetted via Shared  
Governance

**DECEMBER 15, 2017**  
Deadline to the  
Chancellor's Office



# Vetting Process

## Saddleback College

- Professional Development Week
- Academic Senate
- College-wide Student Success Committee
- Basic Skills Initiative Committee
- Planning and Budget Steering Committee
- Associated Student Government
- Management Team meeting
- Consultation Council
- Classified Senate

## Irvine Valley College

- Shared Governance
  - APTC - Academic Planning and Technology
  - PEC - President's Executive Council
  - IEC - Institutional Effectiveness
  - BDRPC - Budget and Resource
  - SPAC - Strategic Planning and Accreditation
  - SSAMMO - Student Success, Access, Marketing
- Categorical Funds
  - SSSP Taskforce
  - Student Equity Taskforce
  - Basic Skills Taskforce
- College Wide
  - Academic Senate
  - Classified Senate

# Goals

## Saddleback College

1. Identify non-academic barriers
2. Increase access and support
3. Increase transfer-level math and English
4. Increase degrees, certificates, transfer
5. Increase success for disproportionately impacted

## Irvine Valley College

1. Increase student engagement
2. Reduce probation and risk of probation
3. Increase completion of transfer-level math and English
4. Increase degrees, certificates, transfer
5. Reduce achievement gap

## Saddleback College

### GOAL 3:

Improve Transfer-Level  
Math and English

**SSSP:** Embedded Counseling and  
Incentivized Enrollment

**SEP:** Student-Centered Holistic Online  
Open Learning (SCHOOL), Learning  
Assistant Specialist

**BSI:** Professional Learning Council,  
Embedded Tutoring

## Irvine Valley College

### GOAL 4:

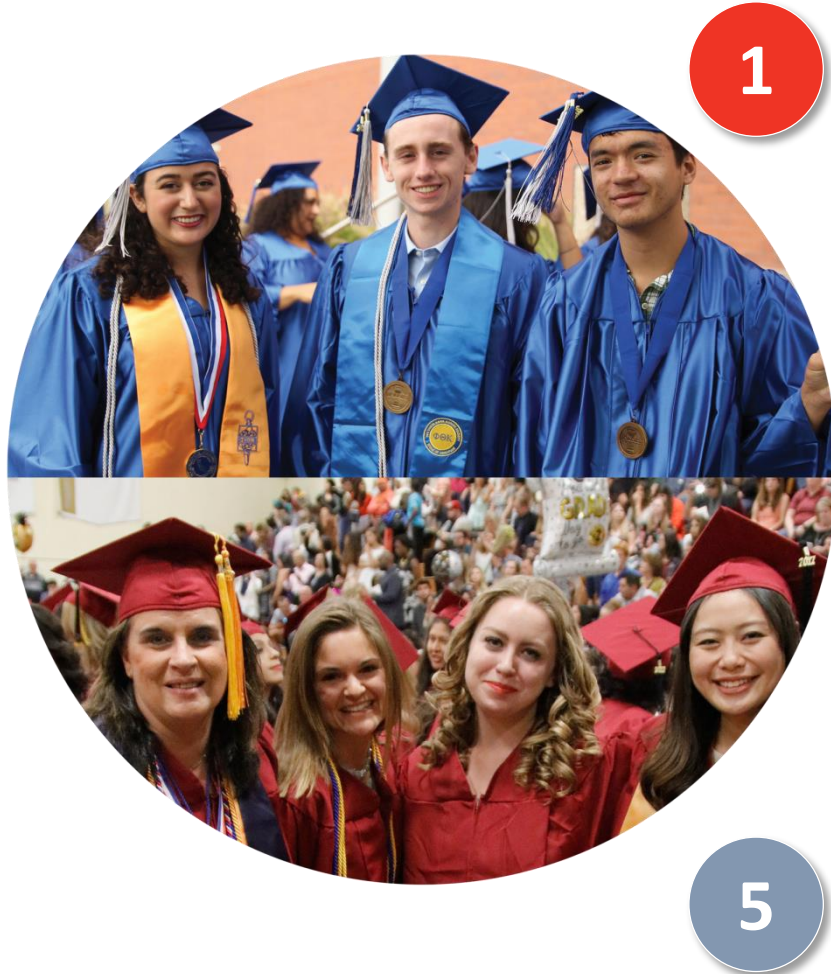
Increase student completion of  
degrees, certificates, and transfer -  
Adult ESL Program (AESL)

**SSSP:** Targeted Matriculation Services

**SEP:** AESL Coordinator

**BSI:** Purchase Student Loaner Textbooks

# Next Steps for Both Colleges



1

Continued Collaboration

2

Integration with Guided Pathways

3

Discussion of Integrated Performance Indicators

4

District-wide Planning Integration

5

Build Out “360” View of Progress on All Plans

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

---

Minutes from:

September 25, 2017 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING  
September 25, 2017**

**PRESENT**

Members of the Board of Trustees:

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

**Administrative Officers:**

Debra Fitzsimons, Interim Chancellor  
Jim Buysse, Acting Vice Chancellor, Business Services  
Robert Bramucci, Vice Chancellor, Technology and Learning Services  
Diane Clerou, Acting Vice Chancellor, Human Resources  
Glenn Roquemore, President Irvine Valley College  
Denise Whittaker, Acting President Saddleback College

**CALL TO ORDER: 4:00 P.M.**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

1.2 Public Comments

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

**RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

**1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)**

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(2 matters)
  - B. Public Employee Employment and Performance Evaluation (Government Code Section 54957(b)(1))
    - 1. Performance Evaluation – Interim Chancellor
    - 2. Laboratory Technician, Saddleback College
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)**
- A. Faculty Association  
Agency Designated Negotiator: Diane Clerou, Acting Vice Chancellor, Human Resources
  - B. Unrepresented Employee – (College President)
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)**
- A. Agency Designated Negotiator: Debra Fitzsimons  
Lease of Property by District: Saddleback College Center for Innovation and Entrepreneurship located at 25725 Jeronimo Road, Mission Viejo, CA 92656
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)**
- B. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(2))
    - 1. Demand Letter from Academic Administrator
    - 2. Financial Aid Specialist (Terminated) Appeal

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

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

On a 7 to 0 vote, the board conditionally approved a general leave for 2.33 hours/week to a classified employee at Saddleback College.

On a 7 to 0 vote, the board approved the settlement of a claim by a former classified employee for \$28,000 and other consideration.

**2.2 Invocation**  
**Led by Trustee Terri Whitt**

**2.3 Pledge of Allegiance**  
**Led by Trustee James Wright**

**2.4 Public Comments**  
**Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete**

a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. Speakers are limited to up to two minutes each.

One public comment was heard by the Board regarding the proposed Innovation and Entrepreneur Center at Saddleback College.

### **3.0 REPORTS**

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

A. Board Reports

B. Chancellor's Report

Written Report

C. College Presidents Reports

Irvine Valley College

Saddleback College

D. Associated Student Government Reports

E. Board Request(s) for Reports

### **4.0 DISCUSSION ITEMS**

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

Item 4.1

Exhibit A

### **5.0 CONSENT CALENDAR ITEMS**

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

Trustee Wright requested to remove item 5.7 and 5.8 from the consent calendar for separate discussion and action.



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

- 5.1 SOCCCD: Board of Trustees Meeting Minutes  
Approve minutes of a Regular Meeting held on August 21, 2017, Special Meeting held on August 31, 2017 and Special Meeting held on September 11, 2017.

[Item 5.1](#)

[Exhibits A-C](#)

- 5.2 Saddleback College: Revised Curriculum for the 2017-2018 and 2018-2019 Academic Years  
Approve proposed curriculum changes for the 2017-2018 and 2018-2019 academic years at Saddleback College.

[Item 5.2](#)

[Exhibits A-B](#)

- 5.3 Saddleback College: Community Education, Additional Fall 2017  
Approve the Community Education courses, presenters, and compensation.

[Item 5.3](#)

[Exhibit A](#)

- 5.4 Saddleback College: Revision of 2017-2018 Instructional Material/Laboratory Fees in Fine Arts & Math, Science, and Engineering  
Approve the Saddleback College revised Instructional Material Fees in Fine Arts & Math, Science, and Engineering for 2017-2018.

[Item 5.4](#)

[Exhibit A](#)

- 5.5 Irvine Valley College: Curriculum Revisions for the 2017-2018 Academic Year  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2017-2018 academic year, pursuant to Title 5, Section 53200 et seq.

[Item 5.5](#)

[Exhibit A](#)

- 5.6 Irvine Valley College: Grant Renewal Acceptance, Deputy Sector Navigator Energy Efficiency and Utilities

Accept this renewal award of \$200,000 from the CCCCCO for the Deputy Sector Navigator Energy Efficiency and Utilities grant, RFA No. 17-160-004 from July 1, 2017 through June 30, 2018.

[Item 5.6](#)

[Exhibit A](#)

- 5.7 [SOCCCD: Irvine Valley College Parking Lot Phase IA and Solar Shade Project, Parking Lot Design Services, KPFF Consulting Engineering Approve the KPFF Consulting Engineering agreement for the Irvine Valley College Parking Lot Phase IA and Solar Shade project, parking lot design services, in the amount of \\$178,077.](#)

[Item 5.7](#)

[Exhibits A-B](#)

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

- 5.8 [SOCCCD: Irvine Valley College New Dance Floor Project, Notice of Completion, SS+K Contractors, DBA SS&K Contractors Authorize filing the Notice of Completion for the Irvine Valley College New Dance Floor project to SS+K Contractors, DBA SS&K Contractors for a final contract amount of \\$175,976.16.](#)

[Item 5.8](#)

[Exhibit A](#)

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

- 5.9 SOCCCD: Information Technology Consultant Services Pool  
Approve the five firms identified in Exhibit A for a pool from which to draw Information Technology Consultant services for no greater than a five year period from August 22, 2017 to August 21, 2022.

[Item 5.9](#)

[Exhibit A](#)

- 5.10 SOCCCD: Annual renewal of Microsoft Campus Agreements with ComputerLand of Silicon Valley for District-wide Microsoft Software Use  
Approve the annual renewal of a software licensing agreement for the district-wide Microsoft Software Licensing for the period of October 1, 2017 through September 30, 2018 with ComputerLand of Silicon Valley at a cost not to exceed \$243,104.50.

[Item 5.10](#)

[Exhibits A-C](#)

- 5.11 SOCCCD: July - September 2017 Change Orders/Amendments  
Ratify the change orders and amendments as listed.

[Item 5.11](#)

[Exhibits A-C](#)

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

[Item 5.12](#)

[Exhibits A-C](#)

- 5.13 SOCCCD: August 2017 Contracts  
Ratify contracts as listed.

[Item 5.13](#)

[Exhibits A-B](#)

[Move to extend meeting to 9:30 p.m.](#)

At 8:51 p.m., a motion was made by Trustee Prendergast and seconded by Trustee Jay to extend the meeting to 9:30 p.m. The extension was approved on a 7 - 0 vote.

**6.0 GENERAL ACTION ITEMS**

- [6.1 SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter into a Grant of Easement with Southern California Edison Conduct a public hearing in order to determine if the terms of the Grant of Easement agreement with Southern California Edison are in the best interest of the district.](#)

[Item 6.1](#)

The board president recessed the regular meeting of the Board to a Public Hearing in order to provide the public an opportunity to comment on the subject of ATEP Grant of Easement agreement with Southern California Edison. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

- [6.2 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No.17-28 and Enter into a Grant of Easement with Southern California Edison Adopt Resolution No. 17-28 to authorize entering into a Grant of Easement with Southern California Edison over portions of the Advanced Technology and Education Park property for utility purposes.](#)

[Item 6.2](#)

Exhibits A-B

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

- 6.3      SOCCCD: ATEP Site Utilities and Infrastructure Phase 1 Project, Enter into a Grant of Easement with Southern California Gas Company  
Conduct a public hearing in order to determine if the terms of the Grant of Easement agreement with Southern California Gas Company are in the best interest of the district.

Item 6.3

The board president recessed the regular meeting of the Board to a Public Hearing in order to provide the public an opportunity to comment on the subject of ATEP Grant of Easement agreement with Southern California Gas Company. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

- 6.4      SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No.17-29 and Enter into a Grant of Easement with Southern California Gas Company  
Adopt Resolution No. 17-29 to authorize entering into a Grant of Easement with Southern California Gas Company over portions of the Advanced Technology and Education Park property for utility purposes.

Item 6.4

Exhibits A-B

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

- 6.5      SOCCCD: Reschedule October 23, 2017 Regular Meeting of the Board of Trustees  
Reschedule and approve the date for the October 2017 Regular meeting in compliance with Board Policy 120.

Item 6.5

On a motion made by Trustee Whitt and seconded by Trustee Wright, this item was approved on a 6 - 1 vote with Trustee Jay casting a negative vote.

- 6.6      SOCCCD: Biennial Ethics Training and Trustee Travel and Compensation  
Approve annual individual travel expenditures of the chancellor and trustees and approve report of all district compensation received by each trustee during the 2016-2017 fiscal year.

Item 6.6

Exhibits A-B

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

- 6.7     SOCCCD: Association of Governing Boards (AGB) John W. Nason Award for Board Leadership Nomination  
Determine if the Board wishes to submit an application for the AGB John W. Nason Award for Board Leadership, and, if so, approve the nomination for transmittal to AGB.

Item 6.7

Exhibit A

The board will submit an application for consideration of the John W. Nason award.

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

- 6.8     SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Criteria and Programming Architectural Services, Steinberg  
Approve the Steinberg agreement for Design-build Criteria and Programming Architectural Services for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project in the amount of \$650,000.

Item 6.8

Exhibits A-B

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

- 6.9     SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Consultant Services, Umstot Project & Facilities Solutions, LLC  
Approve an agreement with Umstot Project and Facilities Solutions, LLC, to provide Design-build Consultant Services for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project in the amount of \$350,000.

Item 6.9

Exhibits A-B

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

- 6.10     Irvine Valley College: ATEP IVC First Building Name - Integrated Design, Engineering and Automation (IDEA)  
Approve the name Integrated Design, Engineering and Automation (IDEA) for the ATEP IVC First Building.

Item 6.10

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

- 6.11     SOCCCD: Furniture and Fixtures Applications, Agreement No. CB-197-16 Kimball Office Inc.  
Approve contracting with Kimball Office Inc. pursuant to the Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. CB-197-16, contingent upon verification of the availability of funds for each purchase. Annual expenditures for the term under this agreement will not exceed \$1,500,000, from July 1, 2017 to June 30, 2020.

Item 6.11

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

- 6.12     SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), the College and Career Advantage (CCA) Adult Education Grant Subcontract Agreement FY 2016-2017  
Approve the Adult Education Block Grant subcontractor agreement with the College and Career Advantage in the amount of \$360,000 for the FY 2016-2017.

Item 6.12

Exhibit A

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

- 6.13     SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), the College and Career Advantage (CCA) Adult Education Grant Subcontract Agreement FY 2017-2018  
Approve the renewal of the Adult Education Block Grant subcontractor agreement with the College and Career Advantage in the amount of \$360,000 for the FY 2017-2018.

Item 6.13

Exhibit A

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

- 6.14     SOCCCD: Board Policy Revision: BP-5613 Transcripts, BP-5626 Independent Study  
Accept for review and study.

Item 6.14

Exhibits A-B

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

- 6.15     SOCCCD: Academic Personnel Actions – Regular Items  
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Leaves.

Item 6.15

Exhibit A

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

- 6.16     SOCCCD: Classified Personnel Actions – Regular Items  
Ratify New Personnel Appointments, Reorganization, Permanent Change in Hours Per Week, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

Item 6.16

Exhibit A

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

- 6.17     SOCCCD: Employment Agreement – Dr. Gregory Anderson, President, Saddleback College  
Ratify the appointment of Dr. Gregory Anderson to the position of President, Saddleback College.

Item 6.17

Exhibit A

Exhibit A, page 4, Section 9.5 was amended to include a minimum qualification determination.

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

[Move to extend meeting to 9:45 p.m.](#)

At 9:21 p.m., a motion was made by Trustee Prendergast and seconded by Trustee Milchiker to extend the meeting to 9:45 p.m. The extension was approved on a 7 - 0 vote.

- [6.18 SOCCCD: Adopt Resolution No. 17-30 Classified Employee/Position Layoff](#)  
[Adopt a resolution to approve the reduction/discontinuance of classified service positions.](#)

[Item 6.18](#)

[Exhibit A](#)

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

- [6.19 Saddleback College: Innovation and Entrepreneurship Center Request for Authorization to Negotiate Ground Lease](#)  
[Approve development of a Saddleback College Innovation and Entrepreneurship Center and authorize the district to enter into lease negotiations for off-site space to house the Center.](#)

[Item 6.19](#)

[Exhibits A-B](#)

[Handout Distributed to Board of Trustees during Presentation](#)

On a motion made by Trustee Lang and seconded by Trustee Whitt, the item was tabled on a 7 - 0 vote.

**7.0 REPORTS**

- [7.1 SOCCCD: Adopted Budget for Fiscal Year 2017-2018](#)  
[Adopted Budget for FY 2017-2018 approved at a Special Meeting of the Board of Trustees on September 11, 2017.](#)

[Item 7.1](#)

[Exhibit A](#)

- [7.2 SOCCCD: Public Agency Retirement Services \(PARS\) Supplemental Retirement Incentive \(SRP\) Program Enrollees](#)



A total of 116 faculty, administrators, managers and non-management classified staff elected to participate in the PARS SRP.

Item 7.2

Exhibit A

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

Item 7.3

Exhibit A

7.4 SOCCCD: 2018 Teachers of the Year Recognition Ceremony  
Information on OC Teachers of the Year program. The nominees being honored from SOCCCD are Basil Smith, Philosophy Professor from Saddleback College and Michael Cassens, Psychology Professor from Irvine Valley College.

Item 7.4

7.5 SOCCCD: Staff Response to Public Comments from Previous Board Meeting  
None

Item 7.5

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

Item 7.6

Exhibit A

7.7 SOCCCD: Monthly Financial Status Report  
The reports display the adopted budget, revised budget and transactions through June 30, 2017.

Item 7.7

Exhibits A-B

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

A. Saddleback College Academic Senate

B. Faculty Association

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

**9.0 ADDITIONAL ITEMS**

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

The meeting was adjourned at 9:27 p.m.



Debra L. Fitzsimons  
Secretary, Board of Trustees

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** Resolution

**ACTION:** Approval

---

Board Resolutions are presented as a formal recognition by the board honoring extraordinary achievements such as board service, national and/or state championships as well as to those who have provided honorable, extraordinary, lasting contributions to students, the community or education. In addition, the Board recognizes and adopts resolutions in support and promotion of programs, initiatives and policies designed to instill values associated with community and inclusion.

There are two resolutions being submitted to the board for approval this month.

- Debra Fitzsimons, Interim Chancellor
- Resolution in Support of Codifying DACA into Federal Law

# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

OCTOBER 30, 2017

**Dr. Debra L. Fitzsimons**

*Interim Chancellor, 2016–2017*

*Whereas*, Dr. Debra Fitzsimons has served as interim chancellor since July 1, 2016, when the board of trustees appointed her to the position; and

*Whereas*, Dr. Fitzsimons previously held the position of vice chancellor of business services beginning in 2011, where she oversaw the district's business and financial operations, and managed a budget of over \$800 million and multiple business-related initiatives; and

*Whereas*, under her leadership, the financial health of the district has been excellent, with no debt service and clean financial audits. She oversaw the development of integrated strategic and resource allocation planning and led efforts to improve district-wide business procedures, including a new human resources and financial system with more streamlined, efficient, and user-friendly processes; and

*Whereas*, Dr. Fitzsimons facilitated the planning and design of several new buildings including the long-awaited stadium, and state of the art Saddleback College Sciences Building, at Saddleback College; and the Health Center and Concessions/Bleachers Building Project, new Liberal Arts Building, new Life Sciences Building, and first building at ATEP for Irvine Valley College; and

*Whereas*, during her tenure as Interim Chancellor, accreditation for Saddleback College and Irvine Valley College was reaffirmed, the district's first comprehensive Americans with Disabilities Act transition plan was completed, a merger between KSBR, Saddleback College's radio station, with KCSN at CSU Northridge has made 88.5 FM the largest public radio station in the country, and significant progress has been made on the complex development of the Advanced Technology and Education Park; therefore

*Be it resolved*, that the Board of Trustees of the South Orange County Community College District wish to express their deepest appreciation to Interim Chancellor Debra Fitzsimons for her visionary leadership and dedication to our colleges and district.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast III, Member

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Terri Whitt, Member

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Jordan J. Larson, Student Member



**South Orange County Community College District Board of Trustees  
in Support of Codifying DACA into Federal Law  
Resolution 17-33**

**WHEREAS**, on September 5, 2017, the Trump Administration ordered an end to the program known as Deferred Action for Childhood Arrivals (DACA) and urged Congress to identify a replacement within six months before the Administration phases out DACA's protections. The outcome will determine the legal status and ultimate fate of approximately 800,000 immigrants, known as "Dreamers" who were brought into the United States as children and who are eligible, under the existing DACA program, to apply for temporary residency in the United States; and

**WHEREAS**, in an act of faith and trust in America's promise of opportunity and the historical legal principal of not punishing children for the actions of their parents and/or guardians, "Dreamers" gave their names, addresses, and telephone numbers to the United States Government to participate in the DACA program; and

**WHEREAS**, the Trump Administration has urged Congress to replace DACA with legislation that upholds American values and ensures the promise made to over 800,000 individuals pursuing the American Dream; and

**WHEREAS**, most DACA recipients immigrated to the United States when they were young and have spent most of their lives living in the U.S.; and

**WHEREAS**, the DACA program has offered the opportunity for hundreds of thousands of immigrants to reach their educational goals regardless of their immigration status; and

**WHEREAS**, Congress enacting legislation to protect DACA recipients will protect the aspirations of 222,795 DACA recipients living in California, including an estimated 72,000 who are California community college students; and

**WHEREAS**, our vision for California's community colleges is to provide access to a quality public higher education for all Californians, and as the largest public system of higher education in the U.S., we take great pride in being the pathway to opportunity for Californians of all backgrounds; and

**WHEREAS**, a recent analysis by the CATO Institute found that the U.S. economy could be reduced by \$215 billion, and the federal government could lose \$60 billion in tax revenues with the elimination of DACA; and

**WHEREAS**, DACA recipients are ineligible for federally funded financial aid programs such as subsidized loans, grants, scholarships, work study, subsidies provided by the Affordable Care Act, Medicaid, food stamps, or cash assistance despite paying income, sales, and other taxes; and

**WHEREAS**, Seventy percent of DACA recipients are in school, and 92% of them identify DACA as permitting them to pursue educational opportunities that were previously unavailable to them and report income increases of 45% as a result of their educational attainment; and

**WHEREAS**, to qualify for DACA, eligible applicants must not have committed a felony or significant misdemeanor, have been brought into the country under the age of 16, have lived continuously in the United States since 2007, be either currently enrolled in school, have graduated from high school, or are currently on active duty or honorably discharged from the U.S. armed forces; and

**WHEREAS**, we remain steadfast in our commitment to educational opportunity and will support all of our students to continue their education in the California community college system; and

**THEREFORE, BE IT RESOLVED** that the South Orange County Community College District supports all of our students, including DACA recipients, and calls on Congress and the President to find a permanent legislative solution so that all of our students can continue their educational pursuits and make meaningful contributions to our state and communities.

**PASSED AND ADOPTED** by the Board of Trustees for South Orange County Community College District on the 30<sup>th</sup> day of October, 2017.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

---

Marcia Milchiker, Member

---

Barbara J. Jay, Member

---

T.J. Prendergast, Member

---

Terri Whitt, Member

---

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



**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** Irvine Valley College: Revision to Community Education, Fall 2017

**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

A variety of educational and recreational events have been planned by Irvine Valley College Community Education to serve the community during Fall 2017. Expenses for conducting these classes will be paid by the income from participant fees. Exhibit A includes an additional class offering, presenter, and compensation for the Fall 2017 semester.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Community Education course, presenter and compensation.

*South Orange County Community College District*

**IRVINE VALLEY COLLEGE**

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Revision to Fall 2017

[illegible]



**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Irvine Valley College Life Sciences Building Casework Project, Award of Bid No. 334, Amtek Construction

**ACTION:** Approval

---

### **BACKGROUND**

Between June 2004 and June of 2013, the Board of Trustees approved \$7,468,000 in basic aid for the Irvine Valley College Life Sciences building. The state approved \$17,393,000 for a total project budget of \$24,861,000. Based on post occupancy evaluation, items were found to need correction including cable management at furniture, additional lab stations, greenhouse ventilation, lab prep lighting, and other miscellaneous functional corrections.

### **STATUS**

On August 14 and 21, 2017, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Life Sciences Building Casework project. The request for bids was also posted on the district web site. Five bids were received on September 7, 2017. The lowest bid meeting all specification requirements was submitted by Amtek Construction, in the amount of \$218,251 (EXHIBIT A). Irvine Valley College staff has reviewed the bids and recommends approval.

Basic aid funds are available in the approved project budget of \$690,500.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve award of Bid No. 334, Irvine Valley College Life Sciences Building Casework project and approve the agreement (EXHIBIT B) with Amtek Construction, in the amount of \$218,251.

**Bid No. 334**  
**Life Sciences Building Casework Project Irvine**  
**Valley College**

**October 30, 2017**

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*Amtek Construction	Whittier, CA	\$218,251.00
Norse Corporation	Costa Mesa, CA	\$395,280.00
PCN3, Inc.	Los Alamitos, CA	\$498,000.00
P & P Develop, Inc.	Mission Viejo, CA	\$257,000.00
SS+K Contractors, dba SS &K Contractors	Woodland Hills, CA	\$294,183.90

**\*Recommended Award**

**AGREEMENT – CONSTRUCTION SERVICES, LIFE SCIENCES BUILDING CASEWORK, IRVINE VALLEY COLLEGE, AMTEK CONSTRUCTION**

THIS AGREEMENT, dated the 30<sup>th</sup> day of October 2017, in the County of Orange, State of California, is by and between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692 hereinafter referred to as "DISTRICT", and Amtek Construction, 12409 Slauson Avenue, Suite I, Whittier, California 90606, 562.696.7111, hereinafter referred to as "CONTRACTOR".

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

1. CONTRACTOR agrees to complete the Project known as Life Sciences Building Casework at Irvine Valley College according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Two Hundred Eighteen Thousand Two Hundred Fifty-One and 00/100 Dollars (\$218,251).

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

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

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

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

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

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

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

independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

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

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

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

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

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

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

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

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
and	
Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	
\$2,000,000	

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

### **Waiver of Subrogation**

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

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

### **Additional Insured Endorsement Requirements.**

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

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

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same

conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

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

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

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

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

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

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services  
dfitzsimons@socccd.edu

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

\_\_\_\_\_  
Print Name



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Title

---

Email

---

CONTRACTOR'S License No.

---

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** Irvine Valley College: International Student Travel, 2018 International Choral Program Tour, Salzburg/Vienna, Austria and Prague, Czech Republic from June 26, 2018 to July 5, 2018

**ACTION:** Approval

---

### **BACKGROUND**

Irvine Valley College's (IVC) choral program has been recognized for a high level of performances. The choir has been invited to participate in the 2018 Salzburg Choral Festival.

Members of the IVC choral program will join other singers from across the United States to rehearse and perform a program of choral works led by Dr. Eph Ely, professor emeritus from the University of Missouri, Kansas City. Additionally, the choir will participate in a performance of Mozart's Coronation Mass in the Salzburg Cathedral, where Mozart himself conducted the premiere, under the baton of János Czifra, the Cathedral Choir Master of Salzburg Cathedral. The trip will also include visitation to many of the major sights in music history with visits to Vienna and Prague. While in Vienna and Prague, choral program members will perform at some of the great venues of Europe.

### **STATUS**

The School of the Arts at Irvine Valley College proposes to offer a 2018 International Choral Program Tour during the summer session, from June 26, 2018 to July 5, 2018 (10 days and 8 nights). Details of the tour are summarized in the tour overview (EXHIBIT A). Tour participants are estimated at 59 participants, which includes 44 students of the IVC choral program, 14 family members, and one faculty member. Choral program students are not required to participate in the tour. Students will raise funds for the tour costs (foundation account) or pay costs directly at an estimated cost of \$4,735 per person. There is no impact to the General Fund.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve IVC 2018 International Choral Program Tour to Austria and the Czech Republic at a cost of \$4,735 per person, from June 26, 2018 to July 5, 2018.

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

ACTIVITY: International Music Festival "Salzburg Choral Festival"  
WHEN: June 26 - July 5, 2018  
WHERE: Salzburg, Austria; Vienna, Austria; Prague, Czech Republic  
IVC CONTACT: Dr. Matthew Tresler, Academic Chair, Music  
Irvine Valley College  
5500 Irvine Center Dr.  
Irvine, CA 92618  
V: (949) 451-5538 E: [mtresler@ivc.edu](mailto:mtresler@ivc.edu)

Estimated maximum participants: 59

Deposit deadline October 1, 2017 – Balance due April 15, 2018

**Funding Sources:**

1. Fund raising by choir members participating – members would actively raise funds to cover travel expenses. Tour expenses will be paid out of Choral accounts in the IVC Foundation.
2. Student individual contributions – students would pay a proportional amount depending on their participation in fund raising efforts.
3. Insurance (medical and evacuation) – partially provided by the tour company, extra costs will be covered from the Choral IVC Foundation accounts.

Estimated maximum cost - \$4,735 per person

**Travel specifics:**

June 26	Depart LAX
June 27	Arrive Munich, travel to Salzburg, visit Weiskirche and Neuschwandstein en route
June 28	Morning tour of Salzburg, afternoon and evening rehearsals with Festival Choir
June 29	Afternoon and evening rehearsals with Festival Choir
June 30	Tour of Schloss Hellbrunn, Festival Concert performance at Salzburg Cathedral
July 1	Travel to Vienna, visit Melk Abbey en route, dinner at Beethovenhaus
July 2	Morning performance at St. Stephen Cathedral, tour of Schönbrunn
July 3	Tour of Music museums in Vienna, travel to Prague
July 4	Tour of Prague, performance at St. Vitus Cathedral
July 5	Return flight to LAX

Irvine Valley College  
International Music Festival “Salzburg Choral Festival”

June 26, 2018 – July 5, 2018

Participant Cost Breakdown

<b>Approximate Costs from Various Accounts</b>	
Package Tour 10 days, 8 nights	\$4,372.00
Hotels	Included
Tour Admissions	Included
International Flights from LAX	Included
Tour Bus	Included
Fifteen Meals	Included
Insurance (\$1,000 medical/\$50,000 evacuation)	Included
Additional insurance required by district	\$ 43.00
Tips for drivers/guides	\$ 80.00
<b>TOTAL</b>	<b>\$4,495.00</b>
<b>Approximate Costs Not Included in Requisitions</b>	
Passport Costs	
Meals not included on tour (Twelve)	\$ 240.00
Transportation to/from LAX	
<b>TOTAL</b>	<b>\$ 240.00</b>
<b>ESTIMATED GRAND TOTAL</b>	<b>\$4,735.00</b>

**Estimated Funding Breakdown:**

- Fund-raising & Individual Contributions/Foundation Account: 100%

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

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

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

Saddleback College proposes revisions to the curriculum of the College for the 2017-18 and 2018-19 academic years. Exhibit A includes revised programs for academic year 2017-18. Exhibit B includes revised and deleted courses for academic year 2018-19. The revised curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

### **RECOMMENDATION**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2017-2018

**CURRENT**  
**Master Teacher Certificate Program**

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

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

**Core Courses**

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

**Supervised Field Experience Course**

<del>CD-121*</del>	Practicum: The Student Teaching Experience	5
--------------------	--	---

**Adult Supervision Course**

<del>CD-127*</del>	Adult Supervision and Mentor Practices	2
--------------------	--	---

**Specialization Units: Choose one of the clusters below Infant /Toddler**

<del>CD-123*</del>	Infant and Toddler Development	3
<del>CD-133*</del>	<b>Infant and Toddler Curriculum and Group Care</b>	3

**Language and Literacy**

<del>CD-115*</del>	<b>Literacy in Early Childhood</b>	3
<del>ENG-142*</del>	Children's Literature	3

**Science and Math**

<del>CD-113*</del>	<b>Math and Science in Early Childhood</b>	3
<del>GEOL-1</del>	<b>Introduction to Physical Geology</b>	4

**Special Needs**

<del>CD-135*</del>	<b>The Young Child with Special Needs</b>	3
<del>CD-140*</del>	<b>Early Intervention and Inclusion</b>	3

**The Arts**

<del>CD-114*</del>	<b>Creative and Dramatic Arts in Early Childhood</b>	3
<del>ART-9*</del>	Ceramic Fundamentals	3

**General Education (16 units):**

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

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

**Total Units for the Certificate 53**

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

**REVISED**  
**Master Teacher Certificate Program**

This certificate meets the coursework requirements for the Master Teacher level of the Child Development Permit issued by the California Commission on Teacher Credentialing (CTCC) and prepares students to be competent and effective teachers and caregivers for young children ages 0-8, supervisors of adults in early childhood settings, and to serve as a coordinator of curriculum and staff development. Developmental and learning theory as well as appropriate strategies for teaching children age birth to 8 will be studied and applied. Culturally sensitive and relationship based practice will be emphasized. Additional work with children (350 days of 3+ hours per day within 4 years) is required to obtain the Master Teacher Permit.

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Core Courses**

Course ID	Title	Units
<del>CDE 101*</del>	Principles and Practices for Teaching Young Children	3
<del>CDE 7*</del>	Child Growth and Development	3
<del>Or</del>		
<del>CDE 7H*</del>	<b>Honors Child Growth and Development</b>	
<del>CDE 15*</del>	Child, Family, and Community	3
<del>CDE 110*</del>	Introduction to Curriculum	3
<del>CDE 111*</del>	Child Guidance and Communication	3
<del>CDE 112*</del>	Health, Safety, and Nutrition	3
<del>CDE 117*</del>	Teaching in a Diverse Society	3
<del>CDE 120*</del>	Observations and Assessment	3
<del>CDE 121*</del>	Practicum: The Student Teaching Experience	5
<del>CDE 127*</del>	<b>Adult Supervision and Mentoring</b>	3

**Complete 6 units from one of the following specialization clusters**

**Infant /Toddler**

<del>CDE 123*</del>	Infant and Toddler Development	3
<del>CDE 133*</del>	<b>Care and Education for Infants and Toddlers</b>	3

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

<b>Special Needs</b>		
<u>CDE 135*</u>	<u>Introduction to Children with Special Needs</u>	3
<u>CDE 140*</u>	<u>Curriculum and Strategies for Children with Special Needs</u>	3
<b>Curriculum</b>		
<u>CDE 113*</u>	<u>Math and Science Curriculum Early Childhood Education</u>	3
<u>CDE 114*</u>	<u>Creative Art Curriculum for Young Children</u>	3
<u>CDE 115*</u>	<u>Literacy Curriculum in Early Childhood Education</u>	3
<b>General Education (16 units):</b>		
A course in each of the following 4 areas must be included.		
English <u>or</u> Language Arts Science or Math		
Social Sciences		
Humanities <u>or</u> Fine Arts		
<b>Total</b>		<u>16</u>
		<b>54</b>

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

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

**Current**

**Associate Teacher Occupational Skills Award**

This skills award meets the coursework requirements for the Associate Teacher level of the Child Development Permit. Additional work experience with young children.

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

**Core Requirement**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
CD 101*	Principles and Practices of Teaching Young Children	3
CD 105*	Child, Family, and Community	3
CD 107*	Child Growth and Development	3
CD 110*	Introduction to Curriculum	3
Total Units for the Award:		12

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

**Deleted**

**~~Associate Teacher Occupational Skills Award~~**

~~This skills award meets the coursework requirements for the Associate Teacher level of the Child Development Permit. Additional work experience with young children.~~

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

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<b>Core Requirement</b>		
<del>CD 101*</del>	<del>Principles and Practices of Teaching Young Children</del>	<del>3</del>
<del>CD 105*</del>	<del>Child, Family, and Community</del>	<del>3</del>
<del>CD 107*</del>	<del>Child Growth and Development</del>	<del>3</del>
<del>CD 110*</del>	<del>Introduction to Curriculum</del>	<del>3</del>
<del>Total Units for the Award:</del>		<del>12</del>

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



**SADDLEBACK COLLEGE**  
**NEW, REVISED, AND DELETED COURSES**  
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Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	ARCH 50	236050.10	INTRO COMPTR AID DRFT	SLOs
ATAS	CWE 180	429990.00	CO-OP-ED COMP MT TECH	SLOs, txt
ATAS	CWE 180	429991.00	CO-OP-ED COMP MT TECH	SLOs, txt
ATAS	CWE 180	429992.00	CO-OP-ED ELECTR TECH	SLOs, txt, pcs from <del>program applicable</del> to <b><u>not program applicable</u></b>
ATAS	CWE 180	429993.00	CO-OP-ED ELECTR TECH	SLOs, txt, pcs from <del>program applicable</del> to <b><u>not program applicable</u></b>
ATAS	DR 50	236050.00	INTRO COMPTR AID DRFT	SLOs
ATAS	ENV 600	326245.00	BIODIVERSITY CONSERVATION	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
ATAS	FASH 31	162240.05	TEXTILES	lrng obj, SLOs

**SADDLEBACK COLLEGE**  
**NEW, REVISED, AND DELETED COURSES**  
**ACADEMIC YEAR 2018-2019**

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ATAS	FASH 143	162300.05	BUYING/MERCHANDISING	tps, lrng obj, SLOs, moe, assign, txt
ATAS	FASH 144	162310.00	FASHION TRENDS	SLOs, assign
ATAS	FASH 145	162320.05	INTERNSHIP	assign, txt
				rec prep fr <del>FASH 100 or basic sewing skills</del> to <b><u>FASH 100 or basic sewing skills are suggested to aid in student success in this course</u></b>
ATAS	FASH 209	162460.00	CHILDREN'S CLOTHING	
ATAS	FASH 210	429859.00	CONSTRUCTION STUDIO	SLOs, assign, txt
ATAS	FASH 212	433970.00	CONSTRUCTION LAB	sch desc, SLOs, assign
ATAS	FASH 213	433972.00	DESIGNER'S LAB	sch desc, SLOs, assign
ATAS	FASH 216	992480.00	COSTUMER'S LAB	cat desc, SLOs, assign
ATAS	FASH 219	198264.00	DRESSMAKING LAB	sch desc, SLOs, assign
ATAS	FASH 220	198265.00	TAILOR'S LAB	SLOs, assign, txt
ATAS	FASH 234	162560.00	ADV.PATRN DESIGN TECH	assign
ATAS	FASH 247	428943.00	SPECIAL EVENTS PARTIC	tps, lrng obj, moe, assign
ATAS	FN 50	338050.00	FUND OF NUTRITION	tps, lrng obj, moe, assign
				nc, <b><u>prereq FN 171 or FN 210 or current ServSafe Certification</u></b> , 1 unit/0.5 hr lec/1.5 hr lab/0 hr lrng cntr, non-repeatable
ATAS	FN 686	430237.00	SUGAR CONFECTIONERY	
				nc, <b><u>prereq FN 171 or FN 210 or current ServSafe Certification</u></b> , 1 unit/0.5 hr lec/1.5 hr lab/0 hr lrng cntr, non-repeatable
ATAS	FN 687	430236.00	CHOCOLATE CONFECTIONERY	
				nc, <b><u>prereq FN 171 or FN 210 or current ServSafe Certification</u></b> , 3 units/2 hrs lec/3 hrs lab/0 hr lrng cntr, non-repeatable
ATAS	FN 688	430238.00	ADVANCED BAKING AND PASTRY	
ATAS	GC 63	90100.10	INTRO SCREEN PRINTING	sr
ATAS	GC 101	374010.00	INTRO TO GRAPHIC COMM	tps, SLOs, txt
ATAS	GC 106	992498.00	ADV SCR N PRNT	txt
ATAS	GD 1	992786.00	HISTORY OF ANIMATION	cat desc, sch desc, moe, assign
				assign, fr <del>program applicable</del> to <b><u>not program applicable</u></b>
ATAS	GD 2	992775.00	HIST OF GRAPHIC DES	
ATAS	GD 144	90050.10	TYPOGRAPHY	assign
ATAS	GD 147	374100.00	COMPUTER GRAPHICS	cat desc, sch desc, moe, assign
ATAS	GD 149	429122.00	DIGITAL ILLUSTRATION	sr
ATAS	GD 150	429123.00	DIGITAL ANIMATION	cat desc, sch desc, tps, assign
ATAS	GD 151	374270.00	DIGITAL LAYOUT/DESGN	cat desc, sch desc, SLOs, txt
ATAS	GD 154	429130.00	DIGITAL PRE-PRESS	sr
ATAS	GD 160	992213.00	PRO PRAC GRAPHIC DSGN	SLOs
ATAS	GD 180	992773.00	GD CNCPT DEVICE	txt
ATAS	GD 200	433670.00	PHOTOSHOP GRAPH DESGN	assign, txt
ATAS	GD 210	992531.00	MOTION GRAPHICS	cat desc, sch desc, assign, txt
ATAS	HORT 113	18030.00	SOILS AND FERTILIZERS	tps, lrng obj, SLOs, moe, assign
ATAS	ID 110	446010.00	INTERIOR DESIGN	assign, txt

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ATAS	ID 111	429868.00	INT DESIGN STUDIO I	assign
ATAS	ID 112	429806.00	BEG DRAFTING FOR ID	sr
ATAS	ID 113	429807.00	INT DES CAREERS	sr
ATAS	ID 114	429808.00	APPLIED COLOR/DESIGN	assign, txt
ATAS	ID 115	429809.00	CAD FOR INT DES	cat desc, sch desc
ATAS	ID 116	429810.00	ID PRODUCTS/MATERIALS	assign
ATAS	ID 121	429811.00	SPACE PLANNING	assign
ATAS	ID 122	429812.00	HIST INT ARCH/FURN I	assign, txt
ATAS	ID 123	429814.00	INT DES ILLUSTRATION	SLOs, moe
ATAS	ID 125	429813.00	HIST INT ARCH/FURN II	SLOs, assign, txt
ATAS	ID 126	429869.00	INT DESIGN STUDIO II	sr
ATAS	ID 127	429885.00	FUNDAMENTALS OF LIGHT	cat desc, tps, assign
ATAS	ID 129	429816.00	INT. DES. INTERNSHIP	assign
ATAS	ID 131	429802.00	DIGITAL VIS	cat desc, sch desc, lrng obj, assign
ATAS	ID 132	429872.00	INT DES CODES & SPECS	cat desc, sch desc, SLOs
ATAS	ID 133	429874.00	ID RENDER/RAPID VIZ	txt
ATAS	ID 134	429815.00	ADV CAD FOR INT DES	cat desc, sch desc, assign
BS	BUS 1	500010.05	INTRO TO BUSINESS	txt
BS	BUS 1H	405112.00	HONORS INTRO TO BSNS	sr
BS	BUS 31	162240.15	TEXTILES	lrng obj, SLOs
BS	BUS 143	162300.10	FASHION BUYING AND MERCHANDISING	tps, lrng obj, SLOs, moe, assign, txt
BS	BUS 145	162320.10	INTERNSHIP	moe, assign, txt, val
BS	CIM 274A	431658.00	PHOTOSHOP--BEG	dc
BS	CIM 274B	431658.20	PHOTOSHOP--ADV	dc
FAMT	CTVR 106	992742.10	VIDEO JOURNALISM	lrng obj, SLOs, txt
FAMT	CTVR 108	992744.10	AUDIO STORYTELLING	lrng obj, SLOs, moe, txt
FAMT	ETT 40	836010.00	STAGECRAFT	cat desc, lrng obj, SLOs, txt
FAMT	ETT 41	836030.00	LIGHTING DESIGN FUND	tps, lrng obj, SLOs, moe
FAMT	ETT 42	836040.00	COSTUME DESIGN	SLOs, moe, txt
FAMT	ETT 101	433965.00	DESIGN FUNDAMENTALS	tps, SLOs
FAMT	ETT 142	836080.00	THEATRE PRODUCTION	lrng obj, SLOs, txt, retaining rpt 3 times
FAMT	MUS 118	524020.25	MULTI-TRACK RECORDING	cat desc, sch desc
FAMT	MUS 130	429751.00	MUSIC PRODUCTION I	cat desc, sch desc
FAMT	MUS 131	429752.00	MUSIC PRODUCTION II	cat desc, sch desc
FAMT	MUS 132	429754.00	INTRO TO MUSIC TECH	cat desc, sch desc
FAMT	MUS 182	432580.00	SOUL MUSIC ENSEMBLE	lim fr <del>Audition: Student must perform at college level as determined by faculty to</del> <u>Skills or performance: Student must perform at college level and sight read various soul music genres. Courses without an audition requirement include: MUS 1, 54a, or 60.</u> , tps, SLOs, moe, txt, val

**SADDLEBACK COLLEGE**  
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FAMT	MUS 184	432581.00	ELEC. MUS ENSEMBLE	lim fr <del>Audition: Student must perform at college level as determined by faculty</del> to <u>Skills or performance: Student must perform at college level create electronic music from various genres. Courses without audition requirement include: MUS 1, 54a, or 60.</u> , tps, SLOs, val
FAMT	MUS 187	432582.00	POP MUSIC ENSEMBLE	lim fr <del>Audition: Student must perform at college level as determined by faculty</del> to <u>Skills or performance: Student must perform at college level and sight read various genres. Courses without audition requirement include: MUS 1, 54a or 60.</u> , tps, SLOs, txt, val
SHSH	HS 37	12150.10	INTRO TO CRIMINOLOGY	SLOs, moe
SHSH	HS 110	422020.00	FIELD INST & SEM I	SLOs, moe
SHSH	HS 128	12240.10	COMM.BASED CORRECTION	moe, txt
SHSH	HS 131	434006.00	MULTICULT. DIVERSITY	moe, assign
SHSH	HS 140	422090.00	APP.GRP.LDRSH/PROCES	tps, moe, assign
SHSH	HS 150	422100.00	FIELD INST & SEM II	moe, assign
SHSH	HS 170	422110.00	ALCOHOL & DRGS IN SOC	cat desc, sch desc, moe, assign
SHSH	HS 171	422120.00	SUB.ABUSE - INTERVENT	sch desc, tps, moe, assign
SHSH	HS 172	386230.10	PHYS.EFFECTS/ALC.&DRG	sr
SHSH	HS 174	422150.00	CASE ADMIN/CRISIS INT	tps, lrng obj, SLOs, assign
SHSH	HS 175	428541.00	SUBSTANC ABUSE CONCEP	txt, val
SHSH	HS 176	434017.00	CO-OCCURRING DISORDER	txt
SHSH	HS 177	434018.00	FAM DYNAMICS OF ABUSE	tps, SLOs, assign, txt
SHSH	HS 181	422400.00	INTRO EATING DISORDER	assign, txt
SHSH	HS 185	422500.00	TREATMENT EAT DISORDR	sr
SHSH	HS 187	429246.00	JUVENILE VIOLENCE	txt
SHSH	HS 285	955485.00	ETHIC ISSUE CLNT RGHT	tps, SLOs, moe, assign, txt
SHSH	MA 682 (282)	692168.00	FUNDAMENTALS OF MEDICAL PRACTICE CODING	nc, 3 units/3 hrs lec/1 hr lab/0 hr lrng cntr, non-repeatable
SHSH	N 160	386223.00	PHARMACOLOGY FOR NURSING	cat desc, sch desc, lrng obj, SLOs, moe, txt, val
SHSH	N 170	639000.00	NURSING PROCESS	prereq fr <del>BIO 11, 12, 15, with a grade of "C" or better, completion of ENG 1A and official admission to the nursing program,</del> to <u>BIO 11, 12,15, with a grade of "C" or better, completion of ENG 1A or ENG 1AH, and official admission to the nursing program</u> , cat desc, sch desc, tps, lrng obj, moe, txt

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HSHS	N 170	639010.00	NURSING PROCESS LAB	prereq fr <del>BIO 11, 12, 15, with a grade of "C" or better, completion of ENG 1A and official admission to the nursing program</del> to <u>BIO 11, 12, 15, with a grade of "C" or better, completion of ENG 1A or ENG 1AH, and official admission to the nursing program</u> , cat desc, lrng obj, assign, txt
HSHS	N 171	639200.00	MENTAL HEALTH NURSING	lim fr <del>None</del> to <u>Official admission to the nursing program: 1. Completion of program application 2. Current physical exam 3. Current CPR certification 4. Current liability insurance 5. Current background check</u> , cat desc, sch desc, tps, lrng obj, SLOs, assign, txt, val
HSHS	N 171	639210.00	MENTAL HEALTH NSG LAB	lim fr <del>None</del> to <u>Official admission to the nursing program: 1. Completion of program application 2. Current physical exam 3. Current CPR certification 4. Current liability insurance 5. Current background check</u> , cat desc, sch desc, tps, lrng obj, SLOs, assign, txt, val
HSHS	N 174	639300.00	WOMEN'S HEALTH NURSING	cat desc, sch desc, tps, lrng obj, SLO's, moe, assign, txt, val
HSHS	N 174	639310.00	WOMEN'S HEALTH NURSING LAB	lim fr <del>None</del> to <u>Official admission to the nursing program.</u> , cat desc, sch desc, tps, lrng obj, SLO's, moe, assign, txt, val
HSHS	N 176	639410.00	ADVANCED NURSING LAB	cat desc, sch desc, lrng obj, SLOs, txt, val
HSHS	N 264	386701.00	SKILLS LAB--SPECIALTIES	cat desc, sch desc, lrng obj, SLOs, assign
HSHS	N 265	386702.00	SKILLS LAB--ADVANCED	cat desc, sch desc, lrng obj, SLOs, moe, txt
HSHS	N 267	405011.00	SKILLS LAB--INTERMEDIATE	cat desc, sch desc, SLOs, moe, assign, txt
KNES	HLTH 1	380010.05	CONTEMP. HLTH ISSUES	assign, txt
LA	FR 3	344080.00	INTERMEDIATE FRENCH	tps, lrng obj, moe, assign, txt, val
LA	FR 4	344100.00	INTERMEDIATE FRENCH	tps, lrng obj, moe, assign, val
LA	HUM 10A	428229.00	CULTR SCNCE SOCIETY I	dc
LA	HUM 10B	428230.00	CULTR SCNCE, SOC II	dc
LA	JRN 107	405041.00	MEDIA PROD/INVEST RPT	cat desc, sch desc, lrng obj, txt, val
LA	JRN 111	405040.00	MEDIA PROD/EDITING	cat desc, sch desc, tps, lrng obj, txt, val
LA	JRN 112	405042.00	NEWS PROD-SOC MEDIA	cat desc, sch desc, lrng obj, SLOs, moe, txt, val
LA	SPAN 3	788080.00	INTERMEDIATE SPANISH	prereq fr <del>SPAN 2 or four years of high school Spanish</del> to <u>SPAN 2 or three years of high school Spanish</u> , assign, txt, val
MSE	BIO 49	650732.00	INTRO BIO LAB RESRCH	prereq fr <del>BIO 3A</del> to <u>BIO 20</u> , assign, txt, val

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MSE	BIO 50	650734.00	BIO/BIOCHEM LAB RESCH	prereq fr <del>BIO 49</del> to <u>BIO 20</u> , moe, assign, txt, val
MSE	BIO 112	429435.00	PATHOPHYSIOLOGY	cat desc, sch desc, tps, SLO, assign, txt, val
MSE	CS 1C	431081.00	INTRO COMP SCI III	un fr <del>4 units</del> , to <u>3.5 units</u> , hrs fr <del>3 hrs lec/3 hrs lab/0 hr lng ctr</del> , to <u>3 hrs lec/2 hrs lab/0 hr lng ctr</u> , prereq fr <del>None</del> to <u>CS 1B</u> , rec prep fr <del>CS 1B</del> to <u>None</u> , sch desc, tps, lng obj, moe, assign, txt, val
MSE	CS 1D	192080.05	DATA STRUCTURES	un fr <del>5.0</del> , to <u>3.5</u> , hrs fr <del>3 lec/3 lab/0 lng ctr</del> , to <u>3 lec/2 lab/0 lng ctr</u> , prereq fr <del>none</del> to <u>CS 1B</u> , moe, txt, val
MSE	CS 3A	192180.05	COMP ORG/MACHINE LANG	un fr <del>4 units</del> , to <u>3.5 units</u> , hrs fr <del>3 hrs lec/3 hrs lab/0 hr lng ctr</del> , to <u>3 hrs lec/2 hrs lab/0 hr lng ctr</u> , prereq fr <del>none</del> to <u>CS 1A</u> , rec prep fr <del>MATH 253 and CS 1A</del> to <u>MATH 253</u> , tps, moe, txt, val
MSE	CS 3B	192190.05	COMP ORG ASSEMBLY LAN	un fr <del>4 units</del> , to <u>3.5 units</u> , hrs fr <del>3 hrs lec/3 hrs lab/0 hr lng ctr</del> , to <u>3 hrs lec/2 hrs lab/0 hr lng ctr</u> , prereq fr <del>None</del> to <u>CS 3A</u> , rec prep fr <del>CS 1A and CS 3A</del> to <u>None</u> , moe, txt, val
MSE	CS 4A	431926.00	INTRODUCTION TO JAVA	un fr <del>4 units</del> , to <u>3.5 units</u> , hrs fr <del>3 hrs lec/3 hrs lab/0 hr lng ctr</del> , to <u>3 hrs lec/2 hrs lab/0 hr lng ctr</u> , prereq fr <del>None</del> , to <u>CS 1B</u> , rec prep fr <del>CS 1B</del> to <u>None</u> , assign, txt, val
MSE	CS 4B	431927.00	ADVANCED TOPICS/JAVA	un fr <del>4 units</del> , to <u>3.5 units</u> , hrs fr <del>3 hrs lec/3 hrs lab/0 hr lng ctr</del> , to <u>3 hrs lec/2 hrs lab/0 hr lng ctr</u> , ti fr <del>ADVANCED TOPICS/JAVA</del> , to <u>ADVANCED TOPICS-JAVA</u> , prereq fr <del>None</del> , to <u>CS 4A</u> , rec prep fr <del>CS 4A</del> to <u>None</u> , tps, moe, assign, txt, val
MSE	MATH 24	428459.00	ELEM DIFFERENTIAL EQ	tps, SLO, moe, txt
MSE	MATH 26	428921.00	INTRO LINEAR ALGEBRA	tps, lng obj, SLO, moe, txt, val
SBS	CDE 120	416040.00	OBSV/ASSESSMENT	cat desc, tps, lng obj, SLO, assign
SBS	CDE 261	542156.00	CHALLENGING BEHAVIORS	rec prep fr <del>CD 7 Child Growth and Development CDE 124 Preschool and Early Primary Child Development</del> , to <u>CDE 7 Child Growth and Development OR CDE 7H Honors Child Growth and Development OR CDE 124 Preschool and Early Primary Child Development</u> , cat desc, sch desc, tps, lng obj, SLO, assign, val

SADDLEBACK COLLEGE  
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				<p>ti fr <del>Transitional Kindergarten—Reflective</del>  <del>Priactice</del>, to <u>Reflective Practice For Early</u>  <u>Childhood Educators</u>, Prereq fr <del>CDE 260 or</del>  <del>262</del>, to <u>None</u>, rec prep fr <del>Student should</del>  <del>have successfully completed all courses in</del>  <del>the TK certificate prior to enrolling: CDE</del>  <del>124, 250, 251, 252, 253, 254, 255, 256, 257,</del>  <del>258, 259, 260, 261, and 262</del>, to <u>Completion</u>  <u>of 24 units in early childhood education</u>,  lim fr <del>Currently employed as a TK Teacher</del>  <del>in an authorized LEA</del>, to <u>Current</u>  <u>employment working as a lead teacher in a</u>  <u>licensed child care or public school setting</u>,  cat desc, sch desc, tps, lrng obj, SLO, moe,  val</p>
SS	CDE 263	542161.00	REF PRAC - IN-SERV TK	

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Saddleback College PE 200 Gym Bleachers Project, Notice of Completion, Bid No. 2058, Marjani Builders, Inc.

**ACTION:** Approval

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### **BACKGROUND**

On January 23, 2017, the Board of Trustees approved a \$669,000 construction contract with Marjani Builders, Inc. for the Saddleback College PE 200 Gym Bleachers project. At this October 30, 2017 board meeting, staff is recommending a deductive change order of \$3,775, for a final contract value of \$665,225.

### **STATUS**

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College PE 200 Gym Bleachers project.

Funds are available in the approved PE 200 Gym Bleachers project budget of \$669,000 with 50% assigned from basic aid funds and 50% from the Saddleback College general fund.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Saddleback College PE 200 Gym Bleachers project to Marjani Builders, Inc. for a final contract amount of \$665,225, and the Board authorize the release of retention 35 days after filing.



Recording Requested  
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: PE 200 GYM BLEACHERS PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 24<sup>th</sup> day of January 2017, which contract was made with MARJANI BUILDERS, INC., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 30<sup>th</sup> day of October 2017, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is NORTH AMERICAN SPECIALTY INSURANCE COMPANY, NEW HAMPSHIRE; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CA 92692

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By \_\_\_\_\_ Dated \_\_\_\_\_  
Debra L. Fitzsimons  
Interim Chancellor

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

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

by Debra L. Fitzsimons  
(Name of Signer)

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

Signature \_\_\_\_\_  
*Signature of Notary Public*

(Seal)

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Saddleback College, Grant Renewal, Enrollment Growth for Associate Degree Nursing Program

**ACTION:** Approval

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### **BACKGROUND**

In May 2017, Saddleback College submitted a proposal in response to the Economic Development and Workforce Preparation Division, Nursing and Allied Health Unit issued Request for Application Number 16-199 by the California Community Colleges Chancellor's Office (CCCCO). The proposal requested the renewal of funds to support the Enrollment Growth for Associate Degree Nursing Program. Funds provided by the grant would continue to support an increase in the number of students enrolling in the Saddleback College Nursing Program.

### **STATUS**

In June, 2017 the CCCCCO notified the College of its intent to award \$268,000 for the period of July 1, 2017 through June 30, 2018 to fund the project efforts as presented in EXHIBIT A. In order to accomplish the goals identified in EXHIBIT A, funds from the grant will be utilized to fund a part-time faculty position, administrative support, lab assistance and clinical skills mentors to assist in the education of the additional students, as well as funds to support student financial needs for completing the Nursing Program.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees accept this award renewal of \$268,000 from the Board of Governors California Community College Chancellor's Office for the Enrollment Growth for Associate Degree Nursing Program for the period of July 1, 2017 through June 30, 2018.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
UNIT APPLYING: SADDLEBACK COLLEGE**

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

1. **PROJECT TITLE:** Enrollment Growth and Retention/Attrition Reduction for Associate Degree Nursing
2. **PROJECT DIRECTOR:** Diane Pestolesi
3. **PROJECT ADMINISTRATOR:** Donna Rane-Szostak
4. **GRANTOR AGENCY:** CA Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** Nursing and Allied Health- Nursing Program Support
6. **STARTING AND ENDING DATES OF THE PROJECT:** July 1, 2017 through June 30, 2018
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Saddleback College will address the goals of the California Community College Chancellor's Office Economic Development and Workforce Preparation Division Nursing and Allied Health Unit through the development and implementation of the Enrollment Growth for Associate Degree Nursing Program. Funds provided by the grant will support an increase of students enrolling in the Nursing Program. Funds from the grant will also be utilized to fund faculty, administrative assistance, and mentors to assist in the education of the additional students as well as funds to support student needs to complete the Nursing Program.

**8. SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$268,000		\$10,308	\$268,000

**9. APPROVALS**

  
Division/School Dean

\_\_\_\_\_  
Chancellor

  
Vice President of Instruction

\_\_\_\_\_  
Vice Chancellor of Learning Services

  
President

  
Vice President, College Administrative Services

# EXPENDITURES SUMMARY

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

	<b>GRANT</b> (Amount)	<b>MATCHING*</b> (In-Kind/Actual)	<b>SOURCE OF MATCH</b> (Partnership/ College/Vendor)
<b>1000 Certificated Salaries</b>	<u>\$ 91,518</u>		
<b>2000 Classified Salaries</b>	<u>\$ 68,884</u>		
<b>3000 Benefits</b>	<u>\$ 75,422</u>		
<b>4000 Supplies</b>	<u>\$ 6,700</u>		
<b>5000 Contracted Services and Other Expenses</b>	<u>\$ 4,200</u>		
<b>6000 Capital Outlay</b>			
<b>7000 Other Outgo</b>	<u>\$10,968</u>		
<b>Other Charges</b> (e.g.: Indirect Costs)	<u>\$10,308</u>		
<b>TOTALS</b>	<u>\$ 268,000</u>		

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

## PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. <b>Faculty</b>	[X]	[X]	[ ]	[X]
3. <b>Classified Staff</b>	[ ]	[X]	[ ]	[X]

PARTNERSHIPS (if applicable)

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** Saddleback College and Irvine Valley College: Speakers

**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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

Item Submitted By: *Dr. Gregory Anderson, President Saddleback College and  
Dr. Glenn Roquemore, President Irvine Valley College*

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
9/22/17 12pm – 1pm	Laura Haight ART 9, 10, 11	Forrest Lesch Middleton	Screen Printing Transfer Techniques	\$1700/Foundation
10/18/17 1pm-2:30pm	Claire Cesareo Anthropology Department Open House	Courtney Cecale, Ph.D. Candidate	Transferring to a Four-Year College in Anthropology/CC2 Ph.D. Program at UCLA	\$100.00
2/23/18 9am-10am	Carrie Goulding Basic Skills Initiative	J. Luke Wood	The Minority Male Experience in Higher Education	\$3,000

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
11/4/17 8am-3pm	Kay Ryals Irvine Valley College and Saddleback College Student Research Symposium	Richard A. Cardullo	Undergraduate Research	\$200 General Fund

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Student Out-of-State Travel

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

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

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

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the colleges' student out-of-state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.

Out of State Student Travel  
October 30, 2017  
Board of Trustees Meeting

**Student Group Travel**

Description of Trip, Location	Trip Dates Inclusive, to/from	Group, Club	No. of students	No. of faculty	Cost Per Student	College Cost	Total Cost (student plus college)	Funding Source(s)	College
Western Psychological Association Conference  Portland, Oregon Portland Marriott Downtown Waterfront	April 26-29, 2018	Psi Beta	12-24	3	\$858	\$5,000	\$25, 592	ASIVC \$12,000  Professional Development \$5000  Foundation \$8,592	IVC

**Student Course Travel** (Board approved curriculum)

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student (if appropriate)	Enrollment Capacity	Number of Units for course	Total Cost (Course Fee plus number of units)	College
GEOL 169 Geology Field Studies-Zion National Park, Utah Catalog ID – 14493.00	May 3-6, 2018	Zion and Bryce National Parks, Utah	\$20	20	1	\$66	IVC



**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Trustees' Requests for Attending Conferences

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

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

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A. The schedule of events is not yet available. A description of the conference is included in Exhibit B.

## TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC Effective Trusteeship Workshop Sheraton Grand, Sacramento, CA	January 26- 28, 2018	\$1,665		
CCLC Annual Legislative Conference Sheraton Grand, Sacramento, CA	January 28- 29, 2018	\$1,665		

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

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

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#### [Events](#)

### **Effective Trusteeship Workshop & Board Chair Workshop January 26–28, 2018 (Board Chair Workshop: January 27) Sheraton Grand, Sacramento**

The Effective Trusteeship Workshop is the single best overview of responsibilities required for board members of California community colleges. State leaders and experienced trustees will provide comprehensive information on the knowledge and skills necessary to be an effective trustee. There will be ample opportunity to discuss your questions. The *2018 Trustee Handbook* will be provided at the workshop, along with other important resources.

#### **Who Should Attend**

*All recently elected and appointed trustees should attend the Effective Trusteeship Workshop.* Continuing trustees, student trustees, and CEOs are also very welcome, and will gain much from the workshop. Board presidents and vice presidents are encouraged to attend the Effective Trusteeship session with their new trustees and participate in the continuing education sessions or the *Board Chair Workshop* in the afternoon on Saturday.

#### **Board Chair Workshop**

Being a board president is an important leadership role. The chair runs board meetings, fosters teamwork, represents the board, and works closely with the CEO. The workshop is designed for board presidents, vice presidents, CEOs, and interested trustees. The *Board Chair Handbook* will be distributed.

Topics include:

- Board Chair Roles
- Running Effective Meetings
- Handling Difficult Situations
- CEO – Board Chair Relations

#### **2017 Workshop Materials:**

- ⇒ [2017 Workshop Program \(PDF\)](#)
- ⇒ [Session Materials](#)
- ⇒ [Workshop Evaluation](#)
- ⇒ [2017 Attendee Roster](#)

#### **Legislative Conference**

The *Effective Trusteeship and Board Chair Workshops* are scheduled in conjunction with the Annual Legislative Conference.

**Separate registration is required.**

⇒ [More Information](#)

Community College League of California  
2017 O Street, Sacramento CA 95811-5211  
(916) 444-8641 | (916) 444-2954 fax  
Email: [ccleac@ccleague.org](mailto:ccleac@ccleague.org)

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**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts

**ACTION:** Approval

---

### **BACKGROUND**

On December 12, 2016, the Board of Trustees authorized a list of positions with authority to 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.

### **STATUS**

EXHIBITS A and B details all authorized designees by position to execute documents and contracts including a brief description of those items. The list is being updated due to changes in personnel, titles and signing authority.

### **RECOMMENDATION**

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

**AUTHORIZATION OF SIGNATURES****SOUTH ORANGE COUNTY COMMUNITY COLLEGE SCHOOL DISTRICT**

October 30, 2017

I, Debra L. Fitzsimons 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 30th day of October 2017 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:

NAME TYPED	SPECIMEN SIGNATURE	AUTHORIZATION TO SIGN					
		Payroll Documents	Vendor Payment Orders	Purchase Orders	Contracts	Travel Reimbursements	Change Orders and Amendments
Debra L. Fitzsimons		X	X	X	X	X	X
Cindy Vyskocil					X	X	
Kimberly R. McCord		X	X	X	X	X	X
Jim Buysse		X	X	X	X	X	X
Robert S. Bramucci						X	
Brandye K. D'Lena				X	X	X	X
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 \_\_\_\_\_

Debra L. Fitzsimons

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/ <del>and</del> Purchasing/ <del>Materials Management</del>	<del>Construction Contracts</del> /Construction Change Orders to \$50,000 in aggregate/ project, Travel Reimbursements
<del>Executive</del> Director, Purchasing / Contracts /Materials Management	Advertise for Bids, General Contracts to \$50,000, Contracts for Supplies and Services within Bid Limits, Construction Contracts/Construction, Change Orders to \$50,000 in aggregate/ project, Purchase Orders and Travel Reimbursements
Payroll and Benefits Manager	Payroll Documents
College and District Classified Management Staff and Academic Administrative Staff	Travel Reimbursements

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Agreement for Specialized Investigative Services - Nicole Miller & Associates

**ACTION:** Approval

---

**BACKGROUND**

The District utilizes specialized services of several independent firms, as needed, to provide human resource investigations, and safety and security assessments.

**STATUS**

The firm of Nicole Miller & Associates has been identified as highly qualified to provide specialized investigative services, having served many Southern California school districts, community college districts, JPAs, and county offices of education. Professional fees for these as needed services will be based on time and materials as listed in EXHIBIT A.

**RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the agreement for specialized investigative services by Nicole Miller & Associates on a time and materials basis effective November 1, 2017 through October 31, 2019.

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

**Nicole Miller & Associates, Inc.**

**November 1, 2017 TO October 31, 2019**

This Independent Contractor / Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and Nicole Miller & Associates, Inc. ("Contractor"), a business operating California. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work"):

For investigative services on an as needed basis regarding Title 5, Title IX, and Unlawful Discrimination Complaints. See Attachment A – Scope of Work Agreement attached.
--

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on November 1, 2017, and shall continue in full force and effect thereafter until and including October 31, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Five hundred thousand dollars (\$500,000.00). Additional details: Refer to Attachment A – Scope of Work Agreement attached.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, **if applicable, District-authorized** Expenses incurred during the billing period. All **District-authorized** Expenses shall be documented **with original receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento,



California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

8. Public Retirement System Retirees. Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).

**(Click to select):** ☐ CalSTRS ☐ CalPERS Retired: [RETIREMENT DATE] [AGENCY RETIRED FROM]

9. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

10. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

11. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

12. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor

only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

13. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

14. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

15. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

17. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

19. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

20. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

21. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

22. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

23. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

24. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

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

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

District: South Orange County Community College District  
Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4664  
[dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

Contractor: Nicole Miller & Associates, Inc.  
**Nicole Miller**  
**905 Calle Negocio, #74182**  
**San Clemente, CA 92672**  
**(949) 310-7645**  
**[nmiller@nmillerinv.com](mailto:nmiller@nmillerinv.com)**

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

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

28. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

29. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

30. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

31. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

32. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of

this Agreement.

33. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

34. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

35. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

36. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: **Nicole Miller**

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

Print Title: **President/CEO**

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

Date:

Date:

District's Board of Trustee's

Approval/Ratification Date: **[BOARD APPROVAL DATE]**

Initiating Department:

Office of Human Resources

Contact Name:

Leilani Anselmo

Contact Phone & Email:

(949) 582-4255 / lanselmo@socccd.edu



PI 28276

## ATTACHMENT A

### SCOPE OF WORK AGREEMENT

Human Resource Investigations and  
Safety and Security Assessments

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Nicole Miller & Associates, Inc., is a private investigations firm based in Southern California that specializes in investigations safety and security assessments for California's educational institutions. Our firm is highly knowledgeable regarding the policies and procedures unique to governing such public entities as school districts, community college districts, JPAs, and county offices of education. Our investigators and security personnel are expertly qualified to provide a wide variety of services with the ultimate goal of preparing a comprehensive and legally defensible work product for our clients. This has earned our firm a reputation as the leading independent investigators for school districts in southern California.

We have conducted thousands of investigations for school districts, including uniform, human resource, and D.F.E.H. complaints involving a wide array of subject matter such as:

- Unlawful discrimination, harassment, intimidation, bullying, and hostile work environment
- Unlawful discrimination in employment
- Williams complaints
- Special education compliance (IEPs; 504)
- Career Technical Education Programs
- Child Care and Developmental Programs
- Child Nutrition Programs
- Employee related investigations, including employee misconduct
- Parent and community member complaints
- Student related investigations
- Misappropriation of funds
- Coaching violations
- Policy compliance and audits
- Residency Verifications

Sincerely,



Nicole Miller  
President & CEO

Nicole Miller & Associates, Inc., has contracted with each of the following entities for school district related investigation and safety and security services. Collectively, we have worked with these clients on hundreds of investigations relating to a variety of school district matters.

*Investigative Services*

**Long Beach Unified School District**

1515 Hughes Way  
Long Beach, CA 90810

Contact: Ruth Perez Ashley  
Deputy Superintendent, Education Services  
& Human Resource Services  
(562) 997-8258  
rashley@lbschools.net

**Irvine Unified School District**

5050 Barranca Parkway  
Irvine, CA 92604

Contact: Eamonn O'Donovan  
Assistant Superintendent, Human Resources  
(949) 936-5135  
eamonnodonovan@iusd.org

**Orange County Department of Education**

200 Kalmus Drive  
Costa Mesa, CA 92626

Contact: Gina Lance  
Director, Human Resources  
(714) 966-4333  
glance@ocde.us

**McCune & Harber, LLP**

515 S. Figueroa St. Suite 1150  
Los Angeles, CA 90071

Contact: Steve Harber, Partner  
(213) 689-2501  
sharber@mccuneharber.com

**Laguna Beach Unified School District**

550 Blumont Street  
Laguna Beach, CA 92651

Contact: Leisa Winston  
Director, Human Resources and Public  
Communications  
(949) 497-7700  
lwinston@lbusd.org

**Newport-Mesa Unified School District**

2985 Bear Street  
Costa Mesa, CA 92626

Contact: Russell Lee-Sung  
Associate Superintendent, Chief Academic Officer  
(714) 424-8959  
rleesung@nmusd.us

**Atkinson, Andelson, Loya, Ruud & Romo**

20 Pacifica Suite 1100  
Irvine, CA 92618

Contact: Anthony P. De Marco, Partner  
(562) 653-3560  
ademarco@aalrr.com

**Stutz, Artiano, Shinoff and Holtz**

2488 Historic Decatur Rd. Suite 200  
San Diego, CA 92106

Contact: Daniel R. Shinoff, Partner  
(619) 232-3122  
dshinoff@sashlaw.com



*Safety & Security Services*

**Anaheim Elementary School District**

Leslie Coghlan  
Director, Pupil Services  
(714) 517-7526 ext. 4110  
lcoghlan@acsd.us

**Ontario-Montclair School District**

Phil Hillman, CPA  
Chief Business Official  
(909) 418-6450  
Executive Assistant: Marrisa Fields  
marrisa.fields@omsd.net

**Rancho Santiago Community College District**

Judy Chitlik  
Interim Vice Chancellor, Human Resources  
(714) 480-7484  
Chitlik\_judy@rsccd.edu

**Palos Verdes Peninsula Unified School District**

Joan Lewis  
Ridgecrest Intermediate School  
(310) 544-2747 ext. 201

## SEE WHAT OUR CLIENTS HAVE TO SAY ABOUT OUR PEOPLE, SERVICES, AND WORK PRODUCT.

*Please note, where necessary, client testimonials have been redacted for confidentiality.*

### PROFESSIONALISM

"Thank you for **treating my daughter well** during the investigation... you did a great job!"

- Parent of a 12<sup>th</sup> Grade High School Student

"You said you would do a **fair investigation** and you did that. Thank you."

- Attorney Representing a Community College Administrator

"Thanks again for your hard work, diligence and the **respect you demonstrated** for all involved."

- Director of Certificated Personnel at a Southern California School District

"Your professionalism and calm ways have a way of **getting down to the nitty-gritty** substance of the matter."

- Assistant Superintendent with a Southern California School District

### KNOWLEDGE AND EXPERIENCE

"I want to thank you for the incredible job that you did on the [redacted for confidentiality] complaint. **No stone was left unturned** and you maintained an incredibly high level of **confidentiality** and **integrity** to the process throughout. I must tell you that [Employee Union Executive Director], who can be hypercritical of anyone questioning his members, was extremely complimentary of you two, stating that you two, "Do an amazing job!" **You are the best!"**

- Director of Certificated Personnel at a Southern California School District

"You provided **great analysis** of your investigation and your findings, and your contributions really made a difference!"

- Superintendent of a Southern California School District

"I personally appreciate that you were able to **provide such insight** into all the various issues our board had to deal with today. Thank you for your help!"

- Superintendent of a Southern California School District

"Sitting in on your interviews is **always a pleasure.**"

- Assistant Superintendent with a Southern California School District

"I wanted to thank you for all your excellent work on the [redacted for confidentiality] matter... **You are better than the best.**"

- Partner at a Large Educational Law Office in Southern California

"Nicole, thank you so much for presenting to our leadership group last week. I know that it opened their eyes – in a good way! Again, we **enjoy our partnership** with you and your staff."

- Assistant Superintendent with a Southern California School District

CALIBER OF WORK PRODUCT

"I greatly appreciate the **high caliber of work** that your firm conducts for us."

- Superintendent of a Southern California School District

"Excellent! Thanks to your team for doing a **thorough job** on this important matter."

- Associate with a Law Office in Southern California

"I appreciate your **clear writing and organization**. Thank you!"

- Assistant Superintendent with a Southern California School District

"You were both **so efficient and thorough**."

- Senior Level Administrator with a Southern California School District

"The strength of your team shows in the **quality work products** that you prepare for us and we are grateful."

- Deputy Superintendent for a Southern California School District

"Nicole, thank you for the thorough report on [redacted for confidentiality]. It was **very well done!**"

- Partner at a Large Educational Law Office in Southern California

"We're **thrilled with your work** on [redacted for confidentiality]. Thanks!"

- Partner at a Large Educational Law Office in Southern California

"Your **thoroughness was second to none**."

- Director of Certificated Personnel at a Southern California School District

"Wonderful job on the investigative report. Your writing is very smooth and 'clean' (i.e., free of typos), which makes **it a pleasure to read**... Thank you for the great job!"

- Partner at a Law Office in Southern California

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**SCHOOL DISTRICTS AND INSURANCE COMPANIES**

- Adelanto Elementary School District
- Alliance of Schools for Cooperative Insurance Programs (ASCIP)
- Alhambra Unified School District
- Alta Loma School District
- Alvord Unified School District
- Anaheim Elementary School District
- Anaheim Union High School District
- Azusa Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Beverly Hills Unified School District
- Cajon Valley Union School District
- Calexico Unified School District
- Capistrano Unified School District
- Carlsbad Unified School District
- Central Union High School District
- Centralia Elementary School District
- Cerritos Community College
- Chino Valley Unified School District
- Claremont Unified School District
- Coast Community College District
- Colton Joint Unified School District
- Compton Community College District
- Compton Unified School District
- Corona/Norco Unified School District
- CorVel
- Covina-Valley Unified School District
- Cucamonga School District
- Culver City Unified School District
- Desert Sands Unified School District
- East Whittier City School District
- El Camino Community College District
- Etiwanda Unified School District
- Fullerton Joint Union High School District
- Grossmont Union High School District
- Inglewood Unified School District
- Irvine Unified School District
- Jurupa Unified School District
- Laguna Beach Unified School District
- Long Beach Unified School District
- Los Alamitos Unified School District
- Menifee Unified School District
- Mirman School
- Moreland Unified School District
- Moreno Valley Unified School District
- Morongo Unified School District
- Mt. San Antonio College
- Murrieta Valley Unified School District
- Newhall School District
- Newport-Mesa Unified School District
- Norwalk-La Mirada Unified School District
- Ocean View School District
- Orange County Department of Education
- Ontario Montclair School District
- Orange Unified School District
- Palisades Charter High School
- Palo Verde Unified School District
- Palos Verdes Peninsula Unified School District
- Paramount Unified School District
- Perris Elementary School District
- Perris Union High School District
- Placentia-Yorba Linda Unified School District
- Pomona Unified School District
- Poway Unified School District
- Rancho Santiago Community College District
- Redlands Unified School District
- Rio School District
- Riverside Unified School District
- Rowland Unified School District
- San Bernardino City School District
- San Bernardino County Superintendent of Schools
- San Jacinto Unified School District
- Santa Ana Unified School District
- Santa Monica-Malibu Unified School District
- Savanna School District
- State Center Community College District
- Tustin Unified School District
- Upland Unified School District
- Valley Center – Pauma Unified School District
- Victor Valley Union High School District
- Whittier Union High School District
- York Risk Services Group, Inc.

**LAW FIRMS**

- Atkinson, Andelson, Loya, Ruud & Romo
- Declues, Burkett & Thompson, LLP
- Fagan, Friedman, & Fulfroast, LLP
- Harbottle Law Group
- McCune & Harber, LLP
- Parker & Covert, LLP
- Stutz Artiano Shinoff & Holtz, APC
- Thompson & Colegate, LLP
- Yukevich Cavanaugh

## **INVESTIGATIONS**

Investigations originate from uniform complaints; human resources complaints; D.F.E.H. complaints; Williams complaints; and monetary and/or liability claims for damages or injuries. These complaints are commonly brought forth by employees, vendors, parents, or students. Our firm is well versed in a multitude of subject matter including but not limited to:

- Discrimination and harassment
- Professional misconduct
- Hostile Work Environment
- Retaliation
- Student safety and supervision, including bullying
- Misappropriate of funds/fraud/auditing
- Special education compliance (IEPs; 504 plans)
- Verbal, physical, and sexual misconduct
- Misuse of information technology
- CIF/ACLU violations
- Stewardship of student funds
- Policy and procedure violations

## **ADMINISTRATIVE INVESTIGATIVE TRAINING COURSES**

Nicole Miller personally leads all investigative training courses and provides resources to empower administrators with the knowledge to correctly navigate all stages of an investigation. This will not only increase the value of your agency's management team, but will reduce overall cost to your agency by minimizing follow up complaints and litigious claims down the line.

- Investigation techniques
- Assessing credibility
- Summarizing findings
- Mandatory reporting
- Evidence review
- Avoiding common mistakes

## **ADDITIONAL INVESTIGATIVE SERVICES**

- Pre-employment background checks
- Residency Verifications
- Witness Locating
- Sub Rosa and Surveillance
- School Board Presentations
- Social Media and Online Research

## **SAFETY AND SECURITY ASSESSMENTS AND TRAININGS**

Educational facilities today face an increasingly complex security environment. Because of this, it is often unclear what threats are most prevalent or important. Just as there is a spectrum of threats facing schools, there are also a wide range of security solutions available.

- Violence in the Workplace Awareness Training
- Emergency Management Tabletop and Site Exercises
- Red Team Security Assessment
- Covert Mobile / Foot Surveillance
- Counter Surveillance Detection
- Special Event Safety and Security Risk Planning
- Special Event Operational Security Management
- School site security audits - Crime Prevention Through Environmental Design (CPTED)
- Tactical Search Techniques for Armed Security Training
- Active Shooter Response for Armed Security Training
- Risk and Vulnerability Site Assessments
- Threat Assessments
- Enhanced Situational Awareness Course
- Executive Protection Advance Assessments
- Electronic Security / Surveillance System Audits
- Emergency Planning Evaluations
- CPR and First Aid

## **GUARANTEE OF BEST PRACTICE**

Our security assessors have years of military and law enforcement experience in countering a wide variety of threats, as well as specialized training in defeating security systems and in campus security techniques. Nicole's Safety and Security partner, Martin Hanneman, was selected to further develop their unique program for specific use by public agencies throughout Orange County. Martin subsequently led a county wide law enforcement project known as the Orange County School Assessment Project, which was designed to provide mini-assessments of every school site in Orange County by training School Resource Officers to complete them. These comprehensive techniques are now accepted as best practice by both the Orange County Sheriff's Department and the Orange County Department of Education.

## WHY CHOOSE NICOLE MILLER & ASSOCIATES FOR YOUR INVESTIGATIVE NEEDS?

We believe that Nicole Miller & Associates, Inc., has several competitive advantages that make our firm an ideal fit for providing investigative services to your district.

- 1. You want knowledgeable professionals experienced with the unique procedural requirements of a public agency** – We have over 80 combined years of experience conducting investigations on behalf of public agencies, including school districts. Our knowledge base of these policies and procedures enables our investigators to oversee all stages of the investigation while virtually eliminating the potential for negative backlash or follow up claims.
- 2. You want a final work product that articulately explains the investigation in a manner that is comprehensive, legally defensible, yet unbiased** – Our team of investigators are highly skilled in developing a meticulous final work product addressing all parties' concerns in a manner that is fact-based yet also cognizant of your agency's interests specific to the matter at hand.
- 3. You need these services to be provided in a thorough, expeditious, yet cost effective manner** – Our breadth of knowledge and experience allows for a competitive pricing structure. We offer unrivaled benefits to our clients such as often assigning two investigators per case at the same base rate; and completing interviews with the minimum amount of travel time yet never passing the cost of overtime to our clients. Each investigator carries a very small case load so that constant attention is focused on the client's concern. This means cases that might take up to six months to complete elsewhere can be expedited and completed by our investigators in as little as six weeks.

### THE BREADTH OF OUR PROFESSIONAL EXPERIENCE IMPARTS VALUE

- |   |  |
|---|--|
| ✓ All parties' concerns and complaints are investigated by an experienced and impartial third party.            | ✓ A well-written work product that is legally defensible provides administrators with the resources to make necessary personnel decisions. |
| ✓ Investigations are completed in accordance with procedural deadlines.   | ✓ District administrators and management teams can focus on education, not on investigations.  |
| ✓ Investigations are conducted with the utmost professionalism, thereby reducing questions, gossip, and rumors. | ✓ Our staff is trained to recognize criminal elements that must be reported to law enforcement.  |

## OUR INVESTIGATIVE PROCESS

From the opening of the case to the final provision of our skillfully prepared written work product, your school district ("district") can trust that Nicole Miller & Associates, Inc., will expertly navigate all aspects of an investigation.

### (1) Opening the Case

Because concerns within an agency can arise from a variety of sources, personnel, and departments, we begin by asking questions via an initial telephone conference with the administrator overseeing the investigation, at no charge to you as our client. We work to understand the nature of the concerns as well as the overall scope of the investigation.

- *Type of concerns and/or complaints received – what types of procedural deadlines are applicable?*
  - Uniform complaints; human resources complaints; D.F.E.H. complaints; Williams complaints; monetary and/or liability claims for damages or injuries; or any other method that has brought the concern to your agency's attention.
- *General allegations or concerns including, but not limited to:*
  - Discrimination and harassment
  - Professional misconduct
  - Hostile Work Environment
  - Retaliation
  - Student safety and supervision, including bullying
  - Misappropriation of funds/fraud/auditing
  - Special education compliance (IEPs; 504 plans)
  - Verbal, physical, and sexual misconduct
  - Misuse of information technology
  - CIF/ACLU violations
  - Stewardship of student funds
  - Policy and procedure violations
- *Key players*
  - Complaining parties; respondents; witnesses; supervisors; vendors or contractors; parents; or students.
- *General allegations or concerns*
  - What is the root of the concern?
- *Documentation and evidence*
  - Is there documentation or evidence provided by the complaining party or witnesses?
- *Extenuating circumstances*
  - e.g., Has the media become involved? Are there concerns of witness tampering or credibility?



- *Game plan*
  - Provision of contact information for complaining parties; witnesses; or point of contact at a specific school site.
- *Scope of investigation to be conducted*
  - The two most common styles of investigation are known as "complaint" and "disciplinary."

<i>Complaint</i>	<i>Disciplinary</i>
In a complaint, our client has assigned us to make factual findings on the specific allegations raised by a complainant (employee, parent, student, etc.) with the knowledge of a requirement to provide a response in accordance with applicable law or policy.	In a disciplinary case, there is no complainant (or complaint policy or law) that we have to satisfy. The focus of the investigation is to determine whether there is sufficient evidence to establish just cause for discipline or dismissal.
Example: A classified employee files a UCP alleging discrimination by a supervisor.	An administrator is suspected of misappropriation of funds or embezzlement.

## (2) Coordination of Interviews

Upon receiving approval from the district to proceed with the investigation, Nicole Miller & Associates will begin coordination of interview with the appropriate parties to the investigation. Depending on the nature of the concerns, your district may prefer that Nicole Miller & Associates coordinate the scheduling of interviews with complainants, witnesses, and respondents. However, we welcome collaboration with a specific contact person at your agency to coordinate a schedule that is considerate of your agency's resources while maintaining the thoroughness characteristic of our work product.

Our firm is knowledgeable regarding the important considerations for interview scheduling, such as:

- ✓ Offering union representation prior to the interview to qualified employees, particularly if the result of the investigation could potentially lead to discipline.

- ✓ Interviewing as many individuals at a location as possible, thereby reducing travel time and costs. Our firm never charges clients for overtime.
- ✓ Grouping interviews in such a way as to limit gossip between employees.
- ✓ Interviewing individuals in the appropriate order (complaining parties → witnesses → respondents)
- ✓ Obtaining contact information to coordinate telephonic interviews if necessary.
- ✓ Ensuring the interviews are conducted at a neutral location to the concerns.

### **(3) Conducting and Documenting Investigative Interviews**

Our investigators are trained to ask the appropriate questions relevant to the case and in a manner that is comprehensive and respectful of an employee's position. Our investigative interviews are often conducted by two associates to ensure accurate documentation of statements made by an interview participant. In addition, if possible, we create detailed witness preparation documents so as to ensure all appropriate allegations are asked and answered.

We are cognizant of the multitude of factors to consider while conducting interviews, including but not limited to:

- ✓ Obtaining specific facts and recollections (dates, timeframes, locations, names)
- ✓ Clarifying employees' understandings of pertinent policies and procedures
- ✓ Identifying any criminal elements in statements and/or information required to be reported to law enforcement
- ✓ Maintaining confidentiality of other investigative participants and evidence
- ✓ Ensuring participants feel confident in the investigative process. Participants that leave the interview feeling heard and understood by the interviewer are more likely to trust in the results, thereby mitigating possible follow-up litigious claims.

### **(4) Document and Evidence Review**

With any case, document and evidence review is critical to making thorough and fact-based findings. While the level of documentation varies from case to case, we maintain the same eye for detail whether a case has several pages, or thousands. We are well versed in either scenario and maintain strict adherence to confidentiality and document control procedures. All documents and evidence received are cited in our final report and included as copies in our final comprehensive electronic case file.

It is also a policy at Nicole Miller & Associates that any original documents received during the course of an investigation are returned to the District and/or appropriate recipient at the conclusion of any investigation.

## (5) Research

Depending on the nature of the investigation, our investigators may deem it prudent to conduct further research beyond witness interviews. The most common types of research include:

- ✓ Background research into public records
- ✓ Internet and social media profiles
- ✓ Contacting relevant third-party witnesses or vendors to provide clarification or background information on a particular issue, without releasing any confidential or protected information that may alert the third-party to concerns.

## (6) Investigator's Findings and Creation of Our Work Product

Our final work product, consisting of a comprehensive summary of findings and individual interview reports of those interviewed, is prepared in accordance with our firm's reputation for **exceedingly high standards in legally defensible report writing**. We are knowledgeable that our reports may become public record or may be discoverable during any subsequent civil or criminal proceedings.

### *Individual Interview Reports*

We create individual interview summaries of each individual interviewed for purposes of the investigation. This interview summary contains a detailed accounting of the items addressed during their interview as well as their factual statements and recollections. These reports also include the investigator's credibility assessment, which touches on how honest and forthcoming the individual appeared during their interview and based on the totality of evidence collected.

### *Comprehensive Summary of Findings*

The comprehensive summary of findings is our final work product that amalgamates all information related to the investigation in its entirety, as well as includes the investigator's findings and overall conclusion. The summary includes sections such as:

- **Executive Summary**

The executive summary provides a brief overview of the investigation's purpose, reported allegations, and findings.

- **Investigative Procedures**

Here, we provide information as to who we were retained by, who we interviewed and when, and what documents and evidence were reviewed. We also include information as to why we could not interview relevant witnesses (e.g., the witness refused to participate).

▪ **Details**

The details section provides a basic description of the events leading up to the investigation and explains why an investigation was initiated. This includes:

- Background of employees involved and any pertinent details of their job duties.
- Documentation of law enforcement involvement or child protective services.
- Timeline of events leading up to the filing of a complaint and the actions taken thus far by administrators or District personnel.
- Statement of purpose (to make factual findings).

▪ **Credibility Assessments**

We list detailed credibility assessments of the pertinent individuals (complainants; respondents; witnesses). This is critical as some findings may be supported (or not) by the credibility of those involved.

▪ **Investigator's Findings**

This section will contain the most vital information as it relates the specific allegations made by complainants, the witness statements, and the investigator's specific findings.

Allegations are written based on specific information reported to the investigator during interviews and in any written complaints. Allegations can only contain information that can be factually considered, therefore, perceptions are not considered appropriate allegations. For example, an employee may allege their supervisor is behaving "rudely" toward them because the supervisor used profanity. The investigator could not make a factual finding as to whether the supervisor behaved "rudely," as that is a perception; rather, the investigator would determine if there is sufficient evidence to support a finding the supervisor did or did not in fact use profanity.

As this is considered a civil matter, the investigator is required to base findings on a legal burden of proof known as the "*preponderance of the evidence*." This means an allegation can be substantiated only if the evidence indicates the allegation to be more likely true than not. If the evidence does not meet the standard of proof, the allegation is unsubstantiated. However, the investigator may also indicate the totality of evidence of the investigation renders the allegation plausible, implausible, highly unlikely, or unfounded. Findings may also include consideration of extenuating circumstances, such as the credibility of a respondent's answer to the allegation, or the complaining parties' intent in making the allegation.

▪ **Ancillary Information**

More often than not, additional information will come to light during the course of an investigation that may or may not be relevant to the matter at hand, but is necessary to bring to the attention of the school district. These items typically involve:

- work performance issues;
- handling of a prior investigation;
- employee perceptions and assessments, including rumors;
- anything that could represent potential future liability; or
- any mitigating circumstances.

▪ **Conclusion**

It is our firm's goal to provide a solid conclusion highlighting what allegations were or were not substantiated, as well as any pertinent information moving forward that may assist our client in making decisions:

- an overview of an employee as reported by their colleagues and supervisors;
- if any of the relevant parties are planning to leave the District or seeking alternate employment;
- if any of the parties are litigious;
- the actions of a supervisor in handling the situation; or
- what the complaining parties/respondents want moving forward in resolution.

Depending on the nature of the concerns, the investigator may also make a conclusive general finding as to whether the totality of evidence suggests the existence of misconduct; harassment; discrimination; or hostile work environment.

**(7) Confidentiality**

Applicable standards of confidentiality are maintained throughout our written work products. We do not include the names or personally identifiable information of any current or former students/parents in our reports, nor do we include any personally identifiable information of District personnel beyond their first and last names. Students and parents are simply referred to as "MALE STUDENT #1" or "FEMALE STUDENT #2" and a separate key is provided to the appropriate District representative containing identifiable information.

**(8) Electronic Case File Compilation**

Upon completion of the investigation, we promptly prepare an electronic DVD case file inclusive of the following PDF items:

- Comprehensive summary of findings
- Individual interview reports

- Documents, emails, exhibits, attachments, and/or any further contributing evidence to the investigation
- Witness key (if applicable)

Two copies of the DVD case file are mailed to the appropriate individual overseeing the investigation on behalf of the district.

**(9) Optional: Presentation of Findings**

Upon conclusion of the investigation and provision of written findings to the district, Nicole Miller & Associates welcomes the opportunity to present the findings in-person to any group recommended by the district. This may include the district's Board of Education; a group of complainants; or students and parents. The information included in each presentation will be at the direction of district personnel and in accordance with applicable confidentiality statutes.

### *Experience*

After serving as a Deputy Sheriff for the Orange County Sheriff's Department, Nicole began conducting investigations for school districts as the Chief Investigator for a Southern California investigative firm. She then began her own firm with the goal of continued exceptional service to their many clients served within the State of California. As a licensed private investigator dedicated to her profession and to the citizens of California, Nicole is a Subject Matter Expert for the California Bureau of Security and Investigative Services. She was selected to participate in the development of the occupational analysis for the Bureau's Private Investigator Qualified Manager Licensing Examination, which is required for licensure in the State of California.

## Nicole Miller

President & CEO

### *Expertise*

- Uniform/Human Resource/D.F.E.H. Complaint Investigations: Discrimination; Harassment; Hostile Work Environment; Misconduct; Misappropriation of Funds, Special Education Compliance; etc.
- Well versed in the presentation of results and recommendations to administrators, school boards, and Department committees
- Workers' Compensation AOE/COE
- Developing and conducting beginning and advanced training classes for school site administrators and department managers on how to effectively conduct investigations
- Sub Rosa and Surveillance



## Martin Hanneman

Director, Security Operations

### *Experience*

Martin Hanneman has been providing security services to California's Educational Institutions for over a decade. After serving as a military pilot in the UK Commando Forces, Martin worked in the field of emergency services, gaining critical experience in multi-agency emergency response operations and disaster relief. Returning to California, Martin became a successful business program manager in the defense industry. Martin's primary specialty is carrying out vulnerability and risk assessments for organizations and facilities. He has been responsible for carrying out security assessments on many facilities throughout Orange County, including churches, schools, Government facilities, factories and corporate offices, and he currently leads a county wide law enforcement project for improving school security.

### *Expertise*

- Implementing protective security, training, and mitigation techniques against active shooter and terrorism threats.
- Training in data assurance, system integrity, network hardening, disaster recovery, digital forensics, security policies and procedures.
- Sworn reserve law enforcement officer and Terrorism Liaison Officer, with extensive training in homeland security policies, procedures and tactics.
- Creation of Risk Management Plans and tactical risk mitigation strategies for the protection of critical infrastructure, operations and major events based on analysis of vulnerabilities and threat security.
- Holds an active security clearance.

## Steve Doan

Senior Investigator

### *Experience*

Steve Doan is a former Division Commander for the Orange County Sheriff's Department and his career spanned over 28 years. For seven years, Steve served as the Chief of Police for the City of Laguna Hills, California. His professional experience includes field/ patrol operations, criminal and traffic investigation, special operations, dignitary protection and intelligence, media relations, training, and law enforcement. Since retiring, Steve joined Nicole Miller & Associates, Inc., as a Senior Investigator.

### *Expertise*

- Uniform Complaints/Human Resource Investigations: Professional misconduct
- Safety and security/threat assessments for a range of campus types
- Background investigations
- Personnel recruitment; staffing and deployment; in-service training



## Ara RaisDana,

J.D., Senior Investigator,  
Human Resources

### *Experience*

Ara received a Bachelor's Degree in Psychology at the University of Kansas and a Juris Doctor Degree from Thomas Jefferson School of Law. She has utilized her law degree to provide pro bono services to those in need of legal assistance; including mediating small claims cases at the Superior Court of San Diego County, assisting victims of domestic violence at the San Diego Family Justice Center, and providing legal aid at the Orange County Public Law Center. Ara has a keen ability to write well organized factual investigative reports and she is grateful to be in a position that allows her to serve clients as well as the public good.

### *Expertise*

- Uniform Complaints/Human Resource Investigations: Professional Misconduct; Hostile Work Environment; Special Education Compliance; Harassment and Discrimination

### *Experience*

Mackenzie graduated Cum Laude from California State University, Fullerton, with a Bachelor's Degree in Psychology, and is a member of PSI CHI, the International Honors Society in Psychology. Mackenzie's previous work experience at a large public educational institution in Southern California provided her with a working knowledge of the relationship between administrators, and certificated and classified personnel, as well as the unique set of employment skills and practices that public sector work requires. Mackenzie's natural curiosity and meticulous eye for detail, along with her dedicated, can-do attitude, have proven her a consummate investigator, who above all provides value to clients via her thorough and discerning written work product.

## Mackenzie Kintz

Senior Investigator,  
Forensic Analytics

### *Expertise*

- Uniform Complaints/Human Resource Investigations: Information Technology Analysis; Harassment and Discrimination; Special Education and 504 Compliance; Misappropriation of Funds



- AOE/COE  
Workers
  - Compensation
  - Investigations
  - Background
  - Research
  - and Social
  - Media
-



## Alyssa Jarvis

Senior Investigator,  
Educational Services  
and Student Relations

### *Experience*

Alyssa graduated Cum Laude from the University of Wisconsin-Eau Claire with a Bachelor's Degree in Psychology, and attained her Master's Degree in Marriage and Family Therapy from Wheaton College. With previous experience in social work and family therapy, Alyssa prides herself on maintaining an enthusiastic and compassionate attitude, thereby cultivating a strong rapport with education professionals, students, and parents. Her Graduate degree in Marriage and Family Therapy and passion for interpersonal justice engenders open and effective lines of communication with clients, which further promotes Alyssa's professionalism and impartiality when conducting a wide variety of public sector investigations.

### *Expertise*

- Uniform Complaints/Human Resource Investigations: Special Education; Embezzlement; Misappropriation of funds; Sexual Harassment; and Enrollment Compliance.



## Lisa Strachan

Senior Investigator,  
Administrative and  
Employee Relations

### *Experience*

Lisa graduated Cum Laude from California State University, Long Beach, with a Bachelor's Degree in Journalism and a minor in Speech Communication. Her prior experience in the field of Human Resources has contributed to her knowledge of employment standards and practices, particularly in regard to policy compliance, performance issues and employee relations. Lisa has conducted a wide variety of school district investigations wherein her diligent work ethic and passion for writing are demonstrated by her ability to consistently produce a succinctly written, unbiased and fact-based work product, often within the confines of critical deadlines.

### *Expertise*

- Uniform Complaints/Human Resource Investigations: Professional Misconduct; Hostile Work Environment; Bullying and Student Safety; Discrimination and Harassment

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## ADDITIONAL STAFF

### **Brittney Hamilton, J.D.**

Lead Investigator

- Magna Cum Laude, Chapman University (B.A. Political Science)
- Pepperdine University School of Law (Juris Doctorate)

Brittney's experience as an attorney allowed her to develop keen writing, negotiating, critical thinking, and interpersonal skills; she also became proficient in evaluating large amounts of information for factors vital to any investigation, including factualness, relevancy, and credibility.

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### **Kalene VanHuss**

Lead Investigator

- Evangel University (B.A. English, Minor in Writing)
- Loyola Marymount University (Master's Degree in English Literature)

As a professional writer and researcher for private universities and investigative agencies, Kalene demonstrates expertise in locating and summarizing information succinctly and efficiently. Her studies in literature lend themselves to an aptitude for conducting careful, detailed research while approaching challenges with a creative eye, while her past teaching experience has provided her with insight into communication with faculty, administration, and students.

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### **Shannon Cashin**

Associate Investigator

- California State University, Fullerton (B.A. Comparative Literature)
- Fluent in Spanish

Shannon's previous work experience in the fields of law and human resources cultivated a thorough working knowledge of the importance of honest, effective communication when handling sensitive matters of employment. Shannon's affinity for building a rapport with a diverse range of individuals, while also remaining objective to the goals of the investigation, is her greatest asset as an investigator.

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### **Kristie Choi**

Associate Investigator

- New York University (B.A. English Literature, Minor in Political Science)
- Background in Civil Litigation

Kristie values providing the utmost quality of service to clients and carries over a passion for pursuing organizational justice with previous experience in human rights advocacy and social work. Her degree in Literature analysis has given her the foundation to analyze and craft the narrative of a case, offering an impartial and discerning perspective in conducting investigations.

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### **Mercy Yang**

Associate Investigator

- Northwestern University (B.A. Communication Studies and Political Science)
- Peking University, China (U.S. and China Foreign Policy, Advanced Chinese)
- Fluent in Mandarin Chinese and French

Mercy's infinite curiosity and commitment to the highest caliber work product have fostered a natural passion for investigations. With previous experience as an investigator for the U.S. Equal Employment Opportunity Commission and the U.S. Department of Labor, Office of Labor Racketeering and Fraud, Mercy has a strong foundation in all aspects of investigations, including interviewing witnesses, analyzing complex legal documents, and writing and producing comprehensive reports.

Service Type

Hourly Rate

**INVESTIGATIVE SERVICES**

**\$150.00**

Investigations  
Pre-employment background checks  
Residency verifications  
Witness locating  
Sub Rosa and Surveillance  
School Board Presentations  
Social Media and Online Research  
Training for Administrators

**SAFETY & SECURITY SERVICES**

**\$150.00**

Trainings (Violence in the Workplace; Tactical Search; Armed Shooter Response; Enhanced Situational Awareness)  
School Site Security Audits (CPTED)  
Emergency Management Tabletop and Site Exercises  
Security Assessments (Red Team; Risk and Vulnerability; Threat)  
Covert Mobile / Foot Surveillance and Counter Surveillance Detection  
Special Event Safety and Security Risk Planning  
Special Event Operational Security Management  
Executive Protection  
Electronic Security / Surveillance System Audits  
Emergency Planning Evaluations  
CPR and First Aid Training

**OTHER TERMS**

- Round trip mileage from the Nicole Miller & Associates office to a work site is charged at the standard IRS mileage rate.
- There are no mark-up charges for materials, supplies, travel expenses, etc., over the actual cost. All receipts will be provided.

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Transfer of Budget Appropriations

**ACTION:** Ratification

---

### **BACKGROUND**

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

### **STATUS**

For the current reporting period ending September 30, 2017 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

### **RECOMMENDATION**

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**TRANSFER OF BUDGET APPROPRIATIONS SUMMARY**

**For the period ended September 30, 2017**

**General Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	Academic Salaries	\$41,850	
2000	Classified Salaries	\$49,217	
3000	Fringe Benefits		\$3,616
4000	Books and Supplies		\$85,174
5000	Other Operating Expenses & Services		\$3,805
6000	Capital Outlay		\$44,275
7000	Other Outgo	\$45,803	
		<hr/>	<hr/>
<b>Total Transfers - General Fund</b>		<b>\$136,870</b>	<b>\$136,870</b>
		<hr/>	<hr/>
<b>Total Transfers</b>		<b>\$136,870</b>	<b>\$136,870</b>
		<hr/>	<hr/>

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 17-31 to Amend FY 2017-2018 Adopted Budget

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2017-2018 Adopted Budget.

#### **General Fund**

Full-time Student Success Grant (FTSSG) at Irvine Valley College	\$415,832
California Community Completion Grant (CCCG) at Irvine Valley College	\$250,500
California Community Completion Grant (CCCG) at Saddleback College	\$183,000
Career Technical Education Management Application at Saddleback College	\$10,000
Instructional Materials Fees (Restricted) at Saddleback College	(\$750)
Board Financial Assistance Program (BFAP) at Saddleback College	(\$3,148)
Physical Plant & Instructional Equipment at Saddleback College	(\$109,450)
Total Increase to the General Fund	<u>\$745,984</u>

<b>Total Budget Amendment</b>	<b><u>\$745,984</u></b>
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### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-31 to amend the FY 2017-2018 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

**RESOLUTION 17-31**

October 30, 2017

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$745,984 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2017-2018 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**

<b><u>Account</u></b>	<b><u>Income Source</u></b>	<b><u>Amount</u></b>
8600	State Revenue	\$ 746,734
8800	Local Revenue	(750)
		<b><u>\$ 745,984</u></b>

<b><u>Account</u></b>	<b><u>Expenditure Description</u></b>	<b><u>Amount</u></b>
1000	Academic Salaries	\$ -
2000	Classified Salaries	4,954
3000	Fringe Benefits	798
4000	Books and Supplies	(550)
5000	Other Operating Expenses and Services	900
6000	Capital Outlay	(109,450)
7000	Other Outgoing	849,332
		<b><u>\$ 745,984</u></b>
	<b>Total Budget Amendment</b>	<b><u>\$ 745,984</u></b>



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2017-2018

GENERAL FUND

**RESOLUTION 17-31**

October 30, 2017

STATE OF CALIFORNIA   )  
  )  
COUNTY OF ORANGE    )

I, Debra L. Fitzsimons, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$745,984 duly and regularly adopted by the said Board at a regular meeting thereof held on October 30, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of October 2017.

---

Debra L. Fitzsimons  
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: September – October 2017 Change Orders/Amendments

ACTION: Ratification

**BACKGROUND**

On October 26, 2015, the board authorized the Interim Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. The following change orders/amendments were reviewed and approved by the Acting Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
A.	<u>Marjani Builders, Inc.</u> Saddleback College PE 200 Gym Bleachers Project – Construction Services Change Order No. 1 – For unused contract allowance. SOCCCD	-\$3,775.00	\$665,225.00
B.	<u>Painting &amp; Décor, Inc.</u> Irvine Valley College Performing Arts Center Waterproofing Project – Construction Services Change Order No. 1 – To extend term of services through October 13, 2017. SOCCCD	\$0	\$357,900.00
C.	<u>SS&amp;K Contractors</u> Irvine Valley College Monument Signs Replacement Project – Construction Services Change Order No. 1 – To extend term of services through December 15, 2017. SOCCCD	\$0	\$344,500.00
D.	<u>Harley Ellis Devereaux Corporation</u> District-wide Sustainability/Energy Plan Project – Consultant Services Amendment No. 3 – For reimbursable expenses. SOCCCD	\$5,000.00	\$221,695.00

South Orange County Community College District  
PE 200 Gym Bleachers Project  
at Saddleback College  
Bid #2058  
Board Change Order No. 1  
October 4, 2017

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
2058	General Contractor	Marjani Builders, Inc.		\$669,000.00	\$0.00	-\$3,775.00	\$665,225.00	0
		520 South Central Park Avenue E, Anaheim, CA 92802	<b>TOTAL</b>	<b>669,000.00</b>			<b>665,225.00</b>	<b>0</b>

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	10/30/2017	Unused contract allowance	by District	reviewed	(\$3,775.00)	
		TOTAL THIS CHANGE ORDER REQUEST			-\$3,775.00	

South Orange County Community College District  
Irvine Valley College Performing Arts Center Waterproofing Project  
Bid No. 336  
Board Change Order No. 1

September 27, 2017

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
336	General Contractor	Painting & Décor, Inc.		\$357,900.00	\$0.00	\$0.00	\$357,900.00	0
		PO Box 5926, Orange, CA 92863	<b>TOTAL</b>	<b>357,900.00</b>			<b>357,900.00</b>	<b>0</b>

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	9/27/2017	Time Extension	By District	Approved	\$0.00	14 days
		TOTAL THIS CHANGE ORDER REQUEST			\$0.00	14 days

South Orange County Community College District  
Monument Signs Replacement Project  
at Irvine Valley College  
Bid #337  
Board Change Order No. 1  
October 04, 2017

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
337	General Contractor	SS&K Contractors		\$344,500.00	\$0.00	\$0.00	\$344,500.00	0
		21437 Rios St. Woodland Hills, CA 91364	<b>TOTAL</b>	<b>344,500.00</b>			<b>344,500.00</b>	<b>0</b>

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	1/27/2017	No cost, time extension due to changes in manufacturer lead time for 3 form resin panels	Unforeseen	reviewed	\$0.00	45
		TOTAL THIS CHANGE ORDER REQUEST			\$0.00	45



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AMENDMENT No. 3  
TO THE SUSTAINABILITY/ENERGY PLAN CONSULTANT SERVICES  
AGREEMENT FOR  
DISTRICT-WIDE SUSTAINABILITY/ENERGY PLAN PROJECT  
HARLEY ELLIS DEVEREAUX CORPORATION**

**NOVEMBER 14, 2016 – NOVEMBER 13, 2017**

**THIS AMENDMENT** shall modify the original agreement dated November 14, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and HARLEY ELLIS DEVEREAUX CORPORATION, 601 South Figueroa Street, Suite 500, Los Angeles, CA 90017, hereinafter referred to as "CONSULTANT."

**WHEREAS**, Article 11.15 of the original agreement provides that this Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT;

**WHEREAS**, Article 6.1 establishes the compensation of the Agreement as \$201,695; and

**WHEREAS**, Article 2.1 describes the services of the consultant as a resource for sustainability and energy planning including consultation services for a period of up to five years, consisting of a one-year agreement with up to four one-year extensions; and

**WHEREAS**, costs for reimbursable expenses were not included in the original lump sum price amount and consultant has incurred reimbursable expenses per Article 6.10 in support of the services provided and an additional \$5,000 is needed for these services.

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

Modify Article 6.1, Compensation to reflect an addition of \$5,000 for reimbursable expenses:

Original Contract Amount:	\$201,695
Amendment No. 1	\$ 0
Amendment No. 2	\$ 15,000
<b>Amendment No. 3</b>	<b><u>\$ 5,000</u></b>
<b>Revised Contract Amount:</b>	<b>\$221,695</b>

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

“DISTRICT”


South Orange County Community College District

By:   
Brandye K. D'Lena  
Executive Director of Facilities Planning

Date: 9.29.17

“CONSULTANT”

Harley Ellis Devereaux Corporation

By:   
Bharat Patel  
Principal-in-Charge

Date: 9/22/17

**TO:** Board of Trustees  
**FROM:** Debra L. Fitzsimons, Interim Chancellor  
**RE:** SOCCCD: Purchase Orders and Checks  
**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

Purchase orders \$5,000 and above amounting to \$1,687,119.72 and an additional 414 purchase orders below \$5,000 amounting to \$222,370.80 for a combined total of \$1,909,490.52 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B.)

The district processed 1,189 checks in the amount of \$14,554,555.56 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C.)

**RECOMMENDATION**

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





# South Orange County Community College District

EXHIBIT A  
Page 1 of 1

## Purchase Order Ratification (Supplier)

September 8, 2017 through October 4, 2017

<b>PO</b>			
<b>Number</b>	<b>Supplier</b>	<b>Description</b>	<b>Amount</b>
P182244	ALBA Enterprises LLC	Babyplast micro molding machine for SC Manufacturing	46,309.25
P182293	American Association of Community Colleges	2018 dues for IVC	15,653.00
P182468	American Foothill Publishing Co., Inc.	Printing and delivery cost for SC Lariat	9,600.00
P182453	Apple Computer, Inc.	Laptops for IVC Guidance and Counseling program	11,784.99
P182648	Aramark Uniform Services, Inc.	Work Shirts for IVC FMO	11,579.15
P182476	BSN Sports LLC	IVC Baseball Supplies	8,398.51
P182268	BSN Sports LLC	IVC Baseball uniforms	7,493.44
P182449	CDW Government LLC	Liebert SmartRow for ATEP	236,227.87
P182544	CDW Government LLC	Computer equipment for ATEP Building	235,408.44
P182629	CDW Government LLC	Network switches for ATEP Building	114,772.76
P182540	CDW Government LLC	Servers for ATEP	66,384.78
P182581	CDW Government LLC	HP's for IVC GIS Lab	56,333.45
P182545	CDW Government LLC	Wireless controller for ATEP	39,572.05
P182456	CDW Government LLC	R730 server for IVC Technology services	31,864.26
P182542	CDW Government LLC	Classroom podiums for ATEP	31,029.85
P182556	CDW Government LLC	Desktop document cameras for IVC	7,854.98
P182546	CDW Government LLC	Technology equipment for ATEP	7,740.09
P182487	CPP, Inc.	Career report forms for SC Student Services	8,150.00
P182311	EBSCO Subscription Services	Annual periodical renewal for SC Library	8,119.33
P182425	Elite Modular Leasing & Sales, Inc.	Straight Lease of Classrooms for IVC	88,000.00
P182384	GOBI Library Solutions	IVC Library books	20,000.00
P182335	Intermountain Lock and Security Supply	Annual locksmith supplies SC 2017-2018	21,659.06
P182175	James Stanfield & Co., Inc.	Curriculum supplies for SC Adults with Disabilities courses	6,021.07
P182233	Josten's	Diploma Covers for SC	5,553.98
P182193	Lumen, Inc.	Online Education resources for SC students	10,100.00
P182195	McKesson Medical-Surgical, Inc.	Purchase of new chemistry analyzer for SC	25,051.88
P182577	Motorola Solutions, Inc.	New Radios for IVC Campus Police	56,986.04
P182164	National Energy Education Dev Project	Science of Energy Kit for ATEP EWD program	5,298.75
P182555	Pitney Bowes Reserve Account	Funds for postage for District, SC and IVC.	30,000.00
P182174	RefPay	SC Athletics officials fees	50,000.00
P182226	S & B Foods Catering Division	Food Catering Services for ASIVC events	5,000.00
P182190	Saddleback Bookstore	Books and material for the SC CTE Book Loan Program.	25,000.00
P182181	Schools First Federal Credit Union	Sabbatical Leave Bonds for Spring 2018	5,342.00
P182173	Smart Levels Mailing & Printing Inc.	Printing for SC Community Education FY 2017-2018	20,000.00
P182294	Student Insurance	Student and Athletic Insurance FY 2017-2018 for IVC and SC	206,070.00
P182652	Tennant Sales and Service Company	Sweeper for IVC Maintenance	42,609.75
P182654	Tuttle-Click Ford	12 Passenger Wagon for IVC	34,898.20
P182416	Veritiv Operating Company	SC Custodial supplies for FY 2017-2018	35,544.79
P182567	Veritiv Operating Company	SC Janitorial Supplies	7,644.73
P182450	Verizon Wireless	District Verizon cell service for internet MiFi hotspots	6,000.00
P182217	Wells Fargo #6711	3D Printer, Scanner for IVC Engineering program	5,258.98
P182454	Western Graphics Plus, Inc.	Booklets for IVC Biotechnology program	8,185.13
P182231	Xerox Corporation	FY 2017-2018 ATEP copier maintenance agreement	7,000.00
P182606	Xerox Corporation	Copier for IVC Assessment center	5,619.16

**Total Purchase Orders \$5,000 and above** 1,687,119.72

**414 Purchase Orders Under \$5,000** 222,370.80

**Total Purchase Orders** 1,909,490.52



# South Orange County Community College District

EXHIBIT B  
Page 1 of 1

## Purchase Order Ratification (Amount)

August 3, 2017 through September 7, 2017

<u>PO</u>			
<u>Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P182449	CDW Government LLC	Liebert SmartRow for ATEP	236,227.87
P182544	CDW Government LLC	Computer equipment for ATEP Building	235,408.44
P182294	Student Insurance	Student and Athletic Insurance FY 2017-2018 for IVC and	206,070.00
P182629	CDW Government LLC	Network switches for ATEP Building	114,772.76
P182425	Elite Modular Leasing & Sales, Inc.	Straight Lease of Classrooms for IVC	88,000.00
P182540	CDW Government LLC	Servers for ATEP	66,384.78
P182577	Motorola Solutions, Inc.	New Radios for IVC Campus Police	56,986.04
P182581	CDW Government LLC	HP's for IVC GIS Lab	56,333.45
P182174	RefPay	SC Athletics officials fees	50,000.00
P182244	ALBA Enterprises LLC	Babyplast micro molding machine for SC Manufacturing	46,309.25
P182652	Tennant Sales and Service Company	Sweeper for IVC Maintenance	42,609.75
P182545	CDW Government LLC	Wireless controller for ATEP	39,572.05
P182416	Veritiv Operating Company	SC Custodial supplies for FY 2017-2018	35,544.79
P182654	Tuttle-Click Ford	12 Passenger Wagon for IVC	34,898.20
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P182175	James Stanfield & Co., Inc.	Curriculum supplies for SC Adults with Disabilities courses	6,021.07
P182450	Verizon Wireless	District Verizon cell service for internet MiFi hotspots	6,000.00
P182606	Xerox Corporation	Copier for IVC Assessment center	5,619.16
P182233	Josten's	Diploma Covers for SC	5,553.98
P182181	Schools First Federal Credit Union	Sabbatical Leave Bonds for Spring 2018	5,342.00
P182164	National Energy Education Dev Project	Science of Energy Kit for ATEP EWD program	5,298.75
P182217	Wells Fargo #6711	3D Printer, Scanner for IVC Engineering program	5,258.98
P182226	S & B Foods Catering Division	Food Catering Services for ASIVC events	5,000.00

**Total Purchase Orders \$5,000 and above** 1,687,119.72

**414 Purchase Orders Under \$5,000** 222,370.80

**Total Purchase Orders** 1,909,490.52



## South Orange County Community College District

EXHIBIT C

Page 1 of 1

### Check Ratification

September 8, 2017 through October 4, 2017

<b><u>Fund</u></b>	<b><u>Checks</u></b>	<b><u>Amount</u></b>
01 General Fund	1,019	9,729,984.02
07 IVC Community Education	2	75.00
09 SC Community Education	18	23,462.49
12 Child Development	6	24,070.86
40 Capital Outlay	90	4,175,704.00
68 Self Insurance	4	56,836.80
71 Retiree Benefit	2	438,186.26
95 SC Associated Student Government	12	57,857.78
96 IVC Associated Student Government	36	48,378.35
Total	1,189	14,554,555.56

**TO:** Board of Trustees  
**FROM:** Debra L. Fitzsimons, Interim Chancellor  
**RE:** SOCCCD: September 2017 Contracts  
**ACTION:** Ratification

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### **BACKGROUND**

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

### **STATUS**

During September 2017, the Acting Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 122 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 54 contracts between \$5,000 and \$100,000 (EXHIBIT A), amounting to \$1,235,102.46. For contract values under \$5,000, an additional 59 contracts were processed amounting to \$93,082.88. The contracts combined total value of \$1,328,185.34 are submitted to the Board of Trustees for ratification, along with an additional 9 contracts with zero dollar value (EXHIBIT B).

### **RECOMMENDATION**

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



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

**CONTRACTOR NAME****CONTRACT AMOUNT**

<u>Cox Communications</u> Utility Services Agreement – To provide Wide Area Network for ATEP from 10/1/2017 to 9/30/2020. <div style="text-align: right;">District Services</div>	\$115,200.00
<u>One Source Virtual</u> Professional Services Agreement (Amend No. 1) – No cost extension for consulting services regarding the Workday Absence and Time Tracking software implementation from 4/5/2017 to 2/10/2018. <div style="text-align: right;">District Services</div>	\$95,000.00
<u>Powerminds, Inc.</u> Professional Services Agreement – To assist in the development and promotion of the Innovation and Entrepreneurship Center from 9/1/2017 to 2/28/2018. <div style="text-align: right;">Saddleback College</div>	\$80,000.00
<u>MediaPro Holdings LLC</u> Subscription Agreement – To provide access to on-line computer security awareness training from 9/30/2017 to 9/29/2019. <div style="text-align: right;">District Services</div>	\$79,670.00
<u>Glenn Chavez Construction</u> Field Services Agreement (Amend No. 1) – For additional construction services of \$6,899 for the installation of partition walls in the Math & Science Building for a total contract value of \$75,889. <div style="text-align: right;">District Services</div>	\$75,889.00
<u>Easy Turf, Inc.</u> Construction Service Agreement – To install synthetic turf in the baseball field between 9/12/2017 to 11/21/2017. <div style="text-align: right;">Irvine Valley College</div>	\$68,601.50
<u>Goodwill Industries of Orange County</u> Professional Services Agreement – To provide interpreting services for hearing impaired students from 7/1/2017 to 6/30/2018. <div style="text-align: right;">Saddleback College</div>	\$60,000.00
<u>TBP Architecture, Inc.</u> Architectural Services Agreement (Amend No. 1) – No cost extension for services for B300 exterior renovations from 8/31/2017 to 8/30/2018. <div style="text-align: right;">Irvine Valley College</div>	\$57,000.00

<u>CDW-Government</u> Software License Agreement – For Dell software used by the IT servers from 7/1/2017 to 6/30/2018. Irvine Valley College	\$53,880.00
<u>United States Veterans Initiative</u> Professional Services Agreement – To provide mental health services for the military veterans from 9/15/2017 to 9/14/2018. Irvine Valley College	\$50,000.00
<u>Walter P. Moore and Associates, Inc.</u> Consultant Services Agreement – To provide professional services for the library façade assessment from 8/12/2017 to 8/12/2018. Irvine Valley College	\$47,500.00
<u>GKKWorks</u> Architectural Services Agreement – To provide services for the Library and Student Services Center Design Concept Development Project from 7/3/2017 to 1/3/2018. Irvine Valley College	\$40,340.00
<u>ALMA Strategies, LLC</u> Consultant Services Agreement – To provide services for the State Chancellor's annual Space Inventory Report from 9/26/2017 to 9/25/2018. District Services	\$32,000.00
<u>Amtech Elevator Services</u> Professional Services Agreement – For the annual maintenance of elevators from 7/1/2017 to 6/30/2018. Saddleback College	\$29,000.00
<u>Haitbrink Asphalt Paving, Inc.</u> Construction Services Agreement – To repair and replacement campus signage from 9/1/2017 to 1/1/2018. Saddleback College	\$27,550.00
<u>Altaware, Inc.</u> Software License Agreement – To provide internal network security and wireless authentication from 10/9/2017 to 10/8/18. Saddleback College	\$24,000.00
<u>Marlys Grodt</u> Professional Services Contract – To provide job classification and compensation specifications from 7/1/2017 to 6/30/2019. District Services	\$20,000.00
<u>Vendini Inc.</u> Software Licensing Agreement – To provide a ticketing system for the Fine Arts box office from 7/1/2017 to 6/30/2020. Saddleback College	\$20,000.00
<u>GMS Elevator Services</u> Professional Services Agreement – To provide maintenance service of elevators from 7/1/2017 to 6/30/2018. Irvine Valley College	\$19,500.00

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

<u>New Vision Construction</u> Professional Services Agreement (Amend No. 1) – For additional labor needed to replace the Fine Arts double door of \$1,894.00 for a revised contract total \$18,774.91 and to extend completion date from 3/15/2017 to 8/31/2017. Saddleback College	\$18,774.91
<u>Janus Corporation</u> Construction Services Agreement – For the removal of transit pipe at ATEP from 8/25/2017 to 9/25/2017. District Services	\$16,250.00
<u>Shasta-Tehama-Trinity Joint Community College District</u> Professional Services Agreement – To provide training to faculty and staff for the Foundation of California Community College's 21 <sup>st</sup> Century Employability Skills platform from 12/7/2017 to 12/8/2017. Saddleback College	\$16,000.00
<u>School Dude</u> Software License Agreement – For the online service request system used by the Facilities and Maintenance Department from 1/1/2018 to 12/31/2018. Irvine Valley College	\$15,498.12
<u>Pacific Plumbing Company of Santa Ana</u> Professional Services Agreement – To remove and replace drinking fountains and bottle filler stations from 9/30/2017 to 10/30/2017. Irvine Valley College	\$15,322.40
<u>Dick Vosper Broadcast Services</u> Independent Contractor Agreement – To provide engineering services for KSBR-FM and translator stations to ensure FCC compliance from 7/1/2017 to 6/30/2018. Saddleback College	\$15,000.00
<u>Brainshark, Inc.</u> Software License Agreement – For a subscription to Learning Cloud for video presentations from 8/1/2017 to 7/31/2018. District Services	\$14,250.00
<u>Steris Corporation</u> Field Services Agreement – To provide autoclave services for the LSB building from 9/1/2017 to 7/31/2018. Irvine Valley College	\$13,500.00
<u>WSP USA, Inc.</u> Consultant Services Agreement (Amend No. 2) – To change vendor name from Parsons Brinckerhoff, Inc. to WSP USA, Inc. For additional services of \$3,400.00 for a total contract value of \$13,178.00 for the Barranca Parkway Entrance Project and to extend the term of service from 8/28/2017 to 2/28/2018. Irvine Valley College	\$13,178.00

<u>Dana Wharf Sportfishing</u> Independent Contractor Agreement – To provide charter boat services for oceanography and marine biology courses from 8/20/2017 to 6/30/2019. Saddleback College	\$13,000.00
<u>Pharos Systems International, Inc.</u> Software License Agreement – For the annual subscription used for the student print system from 7/1/2017 to 6/30/2018. Irvine Valley College	\$12,718.81
<u>Airport Van Rental, Inc.</u> Independent Contractor Agreement –To provide rental services of fleet vehicles from 9/1/2017 to 7/30/2018. Irvine Valley College	\$12,000.00
<u>Coast Community College District</u> Subgrant Agreement – To implement the Career and Technology Education Management Application (CATEMA) for Articulation with high schools students in Career Technical Education programs from 9/6/2017 to 12/15/2017. Saddleback College	\$10,000.00 (Revenue)
<u>H2 Environmental Consulting Services, Inc.</u> Environmental Consultant Services Agreement – To provide environmental survey services at ATAS from 8/14/2017 to 11/14/2018. District Services	\$10,000.00
<u>Douglas Westlake</u> Independent Contractor Agreement – To provide piano and harpsicord tuning and repairs for the music department from 8/22/2017 to 6/30/2018. Saddleback College	\$10,000.00
<u>Grow Healthy Vending</u> Vending Machine Services Agreement – To install and operate snack vending machines at multiple campus locations from 9/1/2017 to 8/30/2019. Saddleback College	\$10,000.00 Revenue
<u>CDW-Government</u> Software License Agreement – For subscription to be able to remotely monitor the modular datacenter from 7/1/2017 to 6/30/2018. Irvine Valley College	\$9,175.40
<u>Scantron Corporation</u> Software License Agreement – To provide maintenance services for the Class Climate Scan Stations from 9/1/2017 to 8/31/2017. Saddleback College	\$9,142.00
<u>Secure Live Scan</u> Independent Contractor Agreement (Amend No 1) – No cost extension to include Department of Justice registration services for digital fingerprinting of Community Education short-term staff from 7/1/2017 to 6/30/2020. Saddleback College	\$9,000.00

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



<u>Capistrano Unified School District</u> Independent Contractor Agreement – To provide Advancement Via Individual Determination (AVID) higher education training to Capistrano Unified School District AVID educators on 10/21/2017. Saddleback College	\$8,125.00
<u>Essence Entertainment</u> Professional Services Agreement – To provide contractual musicians for the theatre season from 9/1/2017 to 6/30/2018. Irvine Valley College	\$8,000.00
<u>Vital Link Orange County</u> Professional Services Agreement – To conduct professional advisory network meetings for a product design program from 8/21/2017 to 11/30/2017. Irvine Valley College	\$8,000.00
<u>PVI Products, Inc.</u> Professional Services Agreement (Amend No. 1) – For additional fencing supplies and repair services of \$1,630.52 for a revised contract total \$7,931.30 and to extend the term from 8/31/2017 to 9/30/2017. Saddleback College	\$7,931.30
<u>Fabfilter Software Instruments</u> Software License Agreement – For a music production software used by the Fine Arts and Media Technology department. Saddleback College	\$7,738.00
<u>UPS Protection, Inc.</u> Independent Contractor Agreement – To install Smart Row racks for computer hardware from 9/6/2017 to 12/31/2017. Irvine Valley College	\$7,535.00
<u>Siteimprove, Inc.</u> Software License Agreement (Amend No. 1) – For additional website compliance (ADA) software of \$333.02 for a revised contract value of \$7,183.02. Irvine Valley College	\$7,183.02
<u>Goodwill Industries of Orange County</u> Professional Services Agreement – To provide interpreting services for hearing impaired students to be used by the Community Education, Emeritus Institute and K-12 Partnerships Departments from 9/11/2017 to 6/30/2018. Saddleback College	\$7,000.00
<u>Siteimprove, Inc.</u> Software License Agreement – For website compliance (ADA) software to be used by the Marketing department from 7/1/2017 to 6/30/2018. Irvine Valley College	\$6,850.00

<u>ZOHO Corporation</u> Software License Agreement – For an audit management software for servers and controllers from 9/1/2017 to 9/1/2018. Saddleback College	\$6,827.00
<u>Brenda M. Perea</u> Professional Services Agreement – To provide course review of on-line Nursing courses and training programs from 8/25/17 and 9/22/2017. Saddleback College	\$6,283.00
<u>Tustin Ranch Golf Course</u> Off Campus Facility Use Agreement – To provide a location for the men's and women's golf tournament for 7/1/2017 to 6/30/2018. Irvine Valley College	\$5,890.00
<u>Goodwill Services of Orange County</u> Professional Services Agreement – To provide interpreting services for hearing impaired students from 7/1/2017 to 6/30/2018. Irvine Valley College	\$5,000.00
<u>Ibiquity Digital Corporation</u> Station License Agreement – For use of digital broadcasting technology for KSBR-FM. Saddleback College	\$5,000.00
<u>Jaynes Brothers Construction, Inc.</u> Field Services Agreement – For the removal of football stadium goal posts from 9/13/2017 to 11/15/2017. Saddleback College	\$5,000.00
<u>Kent Helwig</u> Professional Services Agreement – To provide keyboard and arrangement services for the production of "West Side Story" and "Zombie Dearest" from 9/2/2017 to 4/3/2018. Irvine Valley College	\$5,000.00
<u>Town &amp; Country Glass, Inc.</u> Field Services Agreement – To provide glass and mirror repair services from 9/1/2017 to 6/30/2018. Saddleback College	\$5,000.00



**September 2017**  
**Contracts with Values of \$0**

<b><u>CONTRACTOR NAME</u></b>	<b><u>CONTRACT AMOUNT</u></b>
<u>City of Dana Point Community Center</u> Facility Use Agreement – To provide locations for Emeritus classes from 8/21/2017 to 12/20/2017. <div>Saddleback College</div>	\$0.00
<u>City of Mission Viejo- Norman P. Murray Community and Senior Center</u> Facility Use Agreement – To provide locations for Emeritus classes from 8/21/2017 to 12/21/2017 <div>Saddleback College</div>	\$0.00
<u>City of Mission Viejo</u> Facility Rental Agreement –To host the Orange Empire Conference Cross Country Championships in Oso Viejo Park on 10/26/2017. <div>Saddleback College</div>	\$0.00
<u>Faried Banimahd, M.D</u> Clinical Affiliation Agreement – For on-site internships for students enrolled in the Medical Assistant Program from 8/25/2017 to 6/30/2018. <div>Saddleback College</div>	\$0.00
<u>George Fischer, LLC</u> Internship Agreement –For on-site internships for students enrolled in Advanced Manufacturing. <div>Saddleback College</div>	\$0.00
<u>Laguna Hills Community Center &amp; Sports Complex</u> Facility Use Agreement – To provide a location for the Saddleback Emeritus Chorale concert on 12/19/2017. <div>Saddleback College</div>	\$0.00
<u>Anchored Recovery Community</u> Clinical Affiliation Agreement – For on-site internships for students enrolled in the Human Services Program from 8/15/2017 to 6/30/2020. <div>Saddleback College</div>	\$0.00
<u>Silverado Memory Care Community</u> Clinical Affiliation Agreement – For on-site internships for students enrolled in the Nursing program from 7/1/2017 to 6/30/2019. <div>Saddleback College</div>	\$0.00
<u>Riverside Community Hospital</u> Clinical Affiliation Agreement – For on-site internships for students enrolled in the Medical Laboratory Technician and Phlebotomy programs from 7/17/2017 to 7/29/2019. <div>Saddleback College</div>	\$0.00

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Adopt Resolution No. 17-32, Intention to Enter into a Grant of Easement to Cox Communications California, LLC for ATEP and to Conduct a Public Hearing

**ACTION:** Approval

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### **BACKGROUND**

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

ATEP Utilities Infrastructure Phase I project requires telecommunication service to ATEP IVC First Building. Cox Communications California, LLC (Cox) is requesting an easement for utilities that will provide this service.

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

### **STATUS**

Staff worked with Cox to develop the proposed easement (EXHIBIT B) and obtained legal counsel review.

Information on the proposed easement will be made available to the Board and the public prior to the hearing on November 13, 2017. At the conclusion of the hearing, the Board of Trustees will make a determination whether or not to enter into the proposed easement upon the terms and conditions set forth therein.

No costs are associated with this proposal.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 17-32 (EXHIBIT A), declaring its intent to enter into an Easement to Cox Communications California, LLC for ATEP Site Utilities and Infrastructure Phase I project and to conduct a public hearing set for November 13, 2017.

Resolution No. 17-32

RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
DECLARING  
ITS INTENT TO ENTER INTO AN EASEMENT TO  
COX COMMUNICATIONS CALIFORNIA, LLC  
AND PUBLIC HEARING  
ON THIS EASEMENT  
ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP)

October 30, 2017

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

**WHEREAS**, the South Orange County Community College District (“District”) staff and District counsel have reviewed the terms set forth in the proposed Easement by the District to Cox Communications California, LLC, and the District and determined the request to be acceptable; and

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

1. The Board of Trustees hereby declares its intention to enter into an Easement to Cox Communications California, LLC.
2. NOTICE IS HEREBY GIVEN that November 13, 2017, at 6:30 p.m. at 28000 Marguerite Parkway, Mission Viejo, California in board room HS 145, is hereby fixed as the time and place that the Board of Trustees will conduct a public hearing to determine if the terms of the Easement to Cox Communications California, LLC are acceptable to the District.

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

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

**PASSED AND ADOPTED**, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on October 30, 2017.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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T.J. Prendergast III, Member

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Marcia Milchiker, Member

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Barbara J. Jay, Member

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Terri Whitt, Member

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



August 25, 2017

Re: Cox Telecommunications Easement

Dear Property Owners:

Cox Communications, Inc., has received requests to extend our service into your development. Our Engineering Department has drafted a proposed route where the telecommunication service can be provided to you. The telecommunication route involves crossing over your private property, which necessitates obtaining your permission before any construction can be done.

The proposed route will be underground and due care will be taken to protect any existing facilities and landscaping that is presently there now. I have enclosed an exhibit drawing showing the proposed location, necessitating the request of granting a Right of Way. Also, for your review I have enclosed the easement that is needed from you in order to complete the proposed build. Please read over and if acceptable, sign the easement in the presence of a Notary Public. Any fees you incur for notary service will be reimbursed to you by me, provided that you remit to me the receipt for the notary service.

Return the signed notarized easement document back to me in the enclosed envelope provided for you, and retain a copy for your records.

If you should have any questions regarding the easement, you can contact me via e-mail at [sina.muckenfuss@cox.com](mailto:sina.muckenfuss@cox.com).

If you have any questions regarding construction details or timeframe of proposed build; please contact the Project Planner Jim Janca, via e-mail at [jimmy.janca@cox.com](mailto:jimmy.janca@cox.com)

Thank you for your time and cooperation in this matter. I look forward to hearing from you.

Sincerely,

Sina Muckenfuss  
Right of Way Agent  
Cox Communications

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

COX COMMUNICATIONS CALIFORNIA, LLC.  
3415 KASHIWA ST  
TORRANCE, CA 90505  
**RIGHT OF WAY DEPARTMENT**

DOCUMENT TRANSFER TAX: NONE Ø

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\_\_\_\_\_ for Recorder's use only  
EASEMENT A.P.N 430-283-21

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, ("Grantor"), hereby grants to COX COMMUNICATIONS CALIFORNIA, LLC., A DELAWARE LIMITED LIABILITY COMPANY, ("Grantee") its successors and assigns, a perpetual Easement, and right to construct, place, operate, repair, inspect, maintain, replace, and remove such underground Telecommunication equipment as Grantee may require from time to time, consisting of one or more lines of cables, wires, conduits, aboveground pedestals, handholes, pull boxes, vaults, concrete pad mounted equipment and necessary fixtures and appurtenances, in, under, and upon the hereinafter described Easement, together with the right to ingress thereto and egress therefrom and across that certain real property, in the County of Orange, State of California, described as follows:

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

The said Easement and Right of Way in the aforesaid land shall be appurtenant to the land, being a strip of land 6.00' (six feet) in width, being 3.00' (three feet) measured at right angles on each side of the Telecommunication Facilities to be installed, the approximate location being shown and delineated as "Telecommunication Facilities" on the Exhibit 'A' and Exhibit 'B' attached hereto and made a part hereof.

Grantee shall be liable to Grantor for any damages, which may occur to the above described property, by reason of negligence on the part of the employee of the Grantee, while placing, maintaining, or removing its services.

Grantor further grants to Grantee the right to grant any or all of the rights granted in this Easement, in whole or in part to Cox Communications California, LLC.



This agreement shall be binding upon and inure to the benefits of the heirs, successors in interest and assigns of both parties.

IN WITNESS WHEREOF this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ELIZABETH WHITE  
VP, Outside Plant Maint. & Const.  
For Cox Communications California, LLC.

Grantor Company Name: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_  
 ↑ Signature ↑

NAME: \_\_\_\_\_  
Print Name

TITLE: \_\_\_\_\_

R/W File No.:\_\_\_\_\_

Project: 41020170315CB00301

Valencia Av/ Red Hill Av/ Bell Av/ Victory Rd/ Armstrong Av, Tustin CA 92782

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

**CALIFORNIA ALL PURPOSE  
ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF ORANGE

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
Name, Title Officer, e.g. Jane Doe, Notary

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

Witness my hand and official seal

\_\_\_\_\_  
Signature of Notary Public

(space above for Notary Seal)

**CAPACITY CLAIMED BY SIGNER**

\_\_\_INDIVIDUAL(S)

\_\_\_ATTORNEY IN FACT

\_\_\_CORPORATE\_\_\_\_\_

\_\_\_TRUSTEE(S)

\_\_\_OFFICER(S)\_\_\_\_\_

\_\_\_GUARDIAN/CONSERVATOR

\_\_\_PARTNER(S)

\_\_\_OTHER:\_\_\_\_\_

\_\_\_LIMITED

\_\_\_GENERAL

**SIGNER IS REPRESENTING**

Name of Person(s) or Entity(ies) \_\_\_\_\_

SHEET 1 OF 3

DUPLICATE

291 39

## RECORD OF SURVEY NO. 2016-1211

IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA  
BEING A PORTION OF BLOCK 10 OF IRVINE'S SUBDIVISION AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, AND AS SHOWN ON A MAP FILED IN BOOK 165, PAGES 31 THROUGH 39 INCLUSIVE OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

COUNTY OF ORANGE - QC SURVEY JESOM MORENO, PLS 8478  
DATE OF SURVEY: AUGUST 2016

ACCEPTED AND FILED AT THE  
REQUEST OF THE  
ORANGE COUNTY SURVEYOR'S OFFICE

DATE 3-27-2017  
TIME 9:01 AM FEE & EXEMPT  
INSTRUMENT NO. 2017012617  
BOOK 291 PAGE 39-41 R/S

HUGH NGUYEN  
COUNTY CLERK-RECORDER  
BY *[Signature]*  
DEPUTY

EXEMPT RECORDING REQUESTED  
PER GOVERNMENT CODE 6103

### STATEMENT OF PURPOSE

THE PURPOSE OF THIS RECORD OF SURVEY IS TO ESTABLISH THE PROPERTIES BEING DESCRIBED AS SOCCCD EXCHANGE PARCEL-FEE PORTION AND SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION PER INST. NO. 201000032295 O.R., AND PARCELS BEING A PORTION OF PARCEL 1-E-1, INSTRUMENT NO. 2004000369376 O.R., AND SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION, BEING A PORTION OF PARCEL 1V-J-6, INSTRUMENT NO. 20020404590 O.R.

### BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 6529 AND GPS NO. 6528, BEING N40°37'40"E, PER RECORDS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR.

### DATUM STATEMENT

THE COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 10, NAD83 NORTH AMERICAN DATUM, 1200.00 EPOCH, O.C.S. GPS ADJUSTMENT.

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. MULTIPLY A GROUND DISTANCE BY 0.9997783 (PROJECT SPECIFIC) TO OBTAIN A GRID DISTANCE.  
ALL DISTANCES ARE BASED ON THE U.S. SURVEY FOOT.

### SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF OC ROAD, OC PUBLIC WORKS, COUNTY OF ORANGE, IN AUGUST 2016.

*[Signature]*  
JESOM G. MORENO, PLS 8478



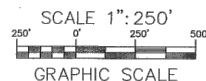
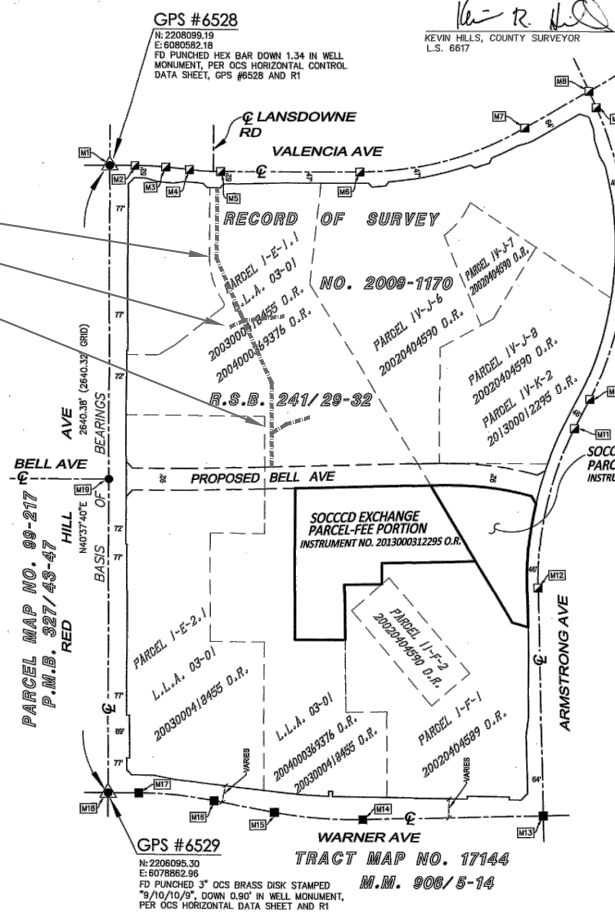
### COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 23rd DAY OF March, 2017.

*[Signature]*  
KEVIN HILLS, COUNTY SURVEYOR  
L.S. 6617



UNDERGROUND  
TELECOMMUNICATIONS  
FACILITY



### MONUMENT NOTES

- SEE SHEET 3 FOR FOUND MONUMENT DESCRIPTIONS, COURSE DATA, REFERENCES, AND MONUMENT POSITION
- FOUND O.C.S. HORIZONTAL CONTROL STATION PER O.C.S. HORIZONTAL CONTROL DATA SHEET ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR'S GEOLOGIC UNIT
- FOUND SPIKE AND WASHER, STAMPED "LS 6282", UNLESS OTHERWISE NOTED PER R.S.B. 241/29-32
- FOUND SPIKE AND WASHER, STAMPED "LS 6673", UNLESS OTHERWISE NOTED
- FOUND SPIKE AND WASHER, STAMPED "LS 6771", UNLESS OTHERWISE NOTED
- SEARCHED, FOUND NOTHING
- INDICATES MONUMENT POINT NUMBER
- LTW/TAG LEAD, TACK AND TAG

### RECORD REFERENCE

- R-1 RECORD OF SURVEY NO. 2009-1170 R.S.B. 241/29-32
- R-2 PARCEL MAP NO. 99-217 P.M.B. 327/43-47
- R-3 TRACT NO. 17144 M.M. 905/5-14
- R-4 LOT LINE ADJUSTMENT 03-01 INSTRUMENT NO. 20030048455 O.R.
- R-5 SHORT FORM NOTICE OF AGREEMENT INSTRUMENT NO. 20020404590 O.R.
- R-6 SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE INSTRUMENT NO. 20020404590 O.R.
- R-7 DEVELOPMENT AGREEMENT AND AMENDED AND RESTATED AGREEMENT INSTRUMENT NO. 201000032295 O.R.
- R-8 CERTIFICATE OF CORRECTION FOR TR. 17144, M.M. 905/54 RECORDED AS INSTRUMENT NO. 201000042502 O.R.

DUPLICATE

PROJECT# 41020170315CB00301

### TELECOMMUNICATIONS FACILITIES LEGEND

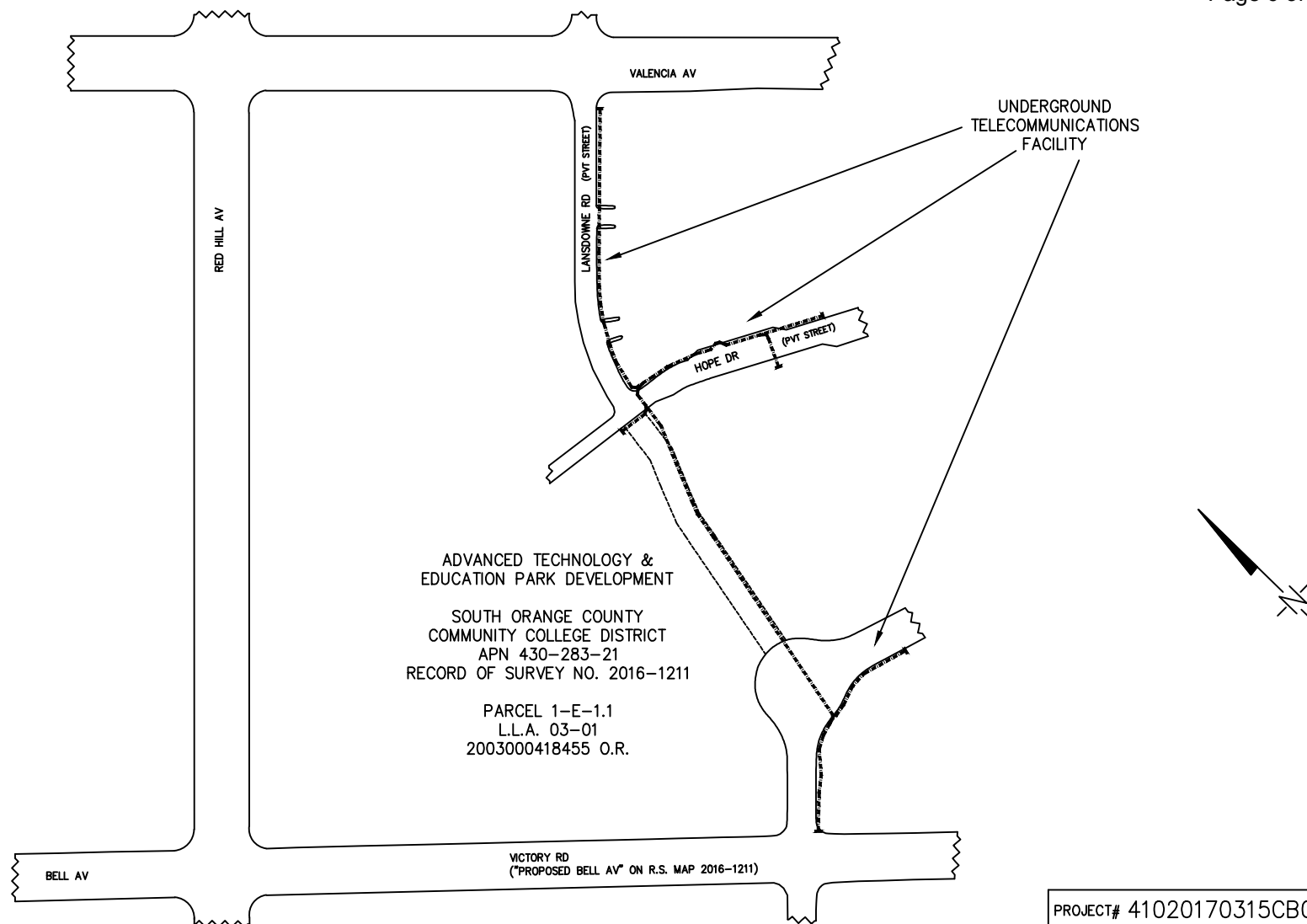
- TRENCH LOCATION
- SERVICE DROP
- PEDESTAL ☐ FLUSH MOUNT ☒
- ANCHOR LOCATION
- UTILITY POLE
- OVERHEAD LINE
- PRIVATE STREET OR UTILITY EASEMENT
- PROPERTY LINE

### PROJECT NAME AND ADDRESS

Advanced Technology & Education Park Development  
- South Orange County Community College District  
at Valencia Av/ Red Hill Av/ Victory Rd/ Bell Av/ Armstrong Av  
TUSTIN, CA 92782

SCALE: No Scale	DESIGNED/DRAWN BY: SINA MUCKENFUSS	UNIT COUNT:
DATE: 08-25-17	sina.muckenfuss@cox.com	SHEETS: 1 of 1

**COX** COMMUNICATIONS  
3415 KASHIWA ST  
TORRANCE, CA 90505



PROJECT# 41020170315CB00301

TELECOMMUNICATIONS FACILITIES LEGEND	
TRENCH LOCATION	-----
SERVICE DROP	—————>
PEDESTAL	□
FLUSH MOUNT	■
ANCHOR LOCATION	←
UTILITY POLE	⊗
OVERHEAD LINE	———⊗———⊗———
PRIVATE STREET OR UTILITY EASEMENT	-----
PROPERTY LINE	-----


PROJECT NAME AND ADDRESS		
Advanced Technology & Education Park Development – South Orange County Community College District at Valencia Av/ Red Hill Av/ Victory Rd/ Bell Av/ Armstrong Av TUSTIN, CA 92782		
SCALE:	No Scale	DESIGNED/DRAWN BY:
DATE:	08-25-17	SINA MUCKENFUSS sina.muckenfuss@cox.com
		UNIT COUNT:
		SHEETS: 1 of 1
 COX COMMUNICATIONS 3415 KASHIWA ST TORRANCE, CA 90505		

EXHIBIT 'B'

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project,  
Approve the Names of ATEP Private Streets

**ACTION:** Approval

---

### **BACKGROUND**

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

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

### **STATUS**

Phase I of the ATEP Site Utilities and Infrastructure will be complete in January 2018. Phase I includes construction of two new site entrances and portions of new streets. In effort to further the site's development, possible names were developed for all private streets.

The ATEP development team considered various options with the focus being the integration of education and business. To maintain consistency, the two main private streets have the designation of Drive while the shorter entrances have the designation of Way.

Staff worked with the City of Tustin to ensure that all names for the private streets were acceptable to the City.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the ATEP private street names as shown on the attached Exhibit (EXHIBIT A).

# ATEP

## PROPOSED STREET NAMES

- EXISTING OR FUTURE PUBLIC ROADS
- ROAD NAMES TO BE APPROVED ARE SHOWN IN BLACK
- ROADS UNDER CONSTRUCTION
- FUTURE BUILDINGS
- FUTURE ROADS
- FUTURE PARKING



**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Building Project, Geotechnical Investigation & Material Testing and Special Inspection Services, C.E.M. Lab Corp.

**ACTION:** Approval

---

### **BACKGROUND**

On July 17, 2017, the Board of Trustees approved revision of the Advanced Technology and Applied Science (ATAS) Renovation project to the ATAS Building project, a new 45,000 square foot building with an estimated project budget of \$47,000,000.

The district employs geotechnical, testing and inspection firms for capital improvement projects to ensure that the building footings, structural, and roadway systems are designed and installed to meet code and DSA requirements. The district selects professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

### **STATUS**

On August 8, 2017, a request for proposals was issued to eight firms in the prequalified Geotechnical Professional Services pool. On September 1, 2017, staff received four responses (EXHIBIT A). Members of district services and college facilities department evaluated the proposals. Based on a combination of technical merit and total cost, the committee recommends award of the agreement for Geotechnical Investigation & Material Testing and Special Inspection services to C.E.M. Lab Corp., (EXHIBIT B) in the amount of \$400,000.

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

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the C.E.M. Lab Corp. agreement (EXHIBIT B) for Geotechnical Investigation & Material Testing and Special Inspection Services for the Saddleback College Advanced Technology and Applied Science (ATAS) Building project in the amount of \$400,000.

**Request for Proposals  
Geotechnical Investigation & Material Testing and Special Inspection Services  
Saddleback College ATAS Building Project**

**October 30, 2017**

<b><u>COMPANY NAME</u></b>	<b><u>CITY</u></b>	<b><u>SUBMITTER'S NAME</u></b>
*C.E.M. Lab Corp.	Irvine, CA	Tony Binaei
Koury Engineering & Testing, Inc.	Chino, CA	Bridget Sherman
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Irvine, CA	Garreth Saiki
United-Heider Inspection Group	Moreno Valley, CA	Andre Barbosa

\*Recommended Firm





## **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

### **GEOTECHNICAL INVESTIGATION & MATERIAL TESTING AND SPECIAL INSPECTION SERVICES CONSULTANT SERVICES AGREEMENT ADVANCED TECHNOLOGY AND APPLIED SCIENCE (ATAS) BUILDING PROJECT SADDLEBACK COLLEGE**

**C.E.M. LAB CORP.**

**October 30, 2017 – December 29, 2021**

This AGREEMENT is hereby made and entered into this 30<sup>th</sup> day of October in the year 2017 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and C.E.M. Lab Corp., 45 Post, Irvine, CA 92618, (949) 502-4130 hereinafter referred to as "CONSULTANT";

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

WHEREAS, DISTRICT desires to obtain Geotechnical and Testing & Special Inspection Consultant services for the Saddleback College Advanced Technology and Applied Science (ATAS) Building Project hereinafter referred to as PROJECT; and

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

NOW, THEREFORE, the parties hereto agree as follows:

#### **ARTICLE 1     CONSULTANT'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Teri Knoll as Project Manager, Tony Binaei as Principal in Charge, and Mohammad Joolazadeh as Principal Geotechnical Engineer & Craig Chase as Principal Geologist. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUB-CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of Consultant to Other Project Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

## ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2. The CONSULTANT'S scope of services shall apply to all three phases outlined in the DISTRICT'S Request for Proposal dated August 08, 2017, the new ATAS 45,000 Gross Square Foot, Two-Story Building, new eight tennis courts facility, and proposed 54,000 square foot surface parking lot.
- 2.2. **Coordination of Others.** The CONSULTANT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.

- 2.4. **Existing Conditions.** The CONSULTANT shall investigate existing conditions or facilities and make recommendations for change in work scope if deemed necessary.
- 2.5. **Work Plan.** Work with DISTRICT to finalize project requirements:
- a. Develop a list of all plans, specifications and other documents necessary to perform services.
  - b. Ensure that work scope conforms to the project definition.
  - c. CONSULTANT recognizes the scope of work may include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.
- 2.6. **Geotechnical Investigation and Environmental Testing Services.**
- a. Only the DISTRICT and its authorized representative will have the authority to request services.
  - b. Geologic hazards study
  - c. Subsurface investigation and laboratory testing including a minimum of five (5) borings under the location of the new ATAS Building, four (4) boring under the location of the new tennis courts, and five (5) boring at the location of the proposed parking lot at the existing TAS Building. None to exceed 50 feet in depth. Furthermore, two (2) percolation tests shall be performed in the upper 10 feet of the proposed location subgrade of each phase outlined above, and
  - d. Engineering analysis and reports that include recommendations regarding the following, as appropriate to the project:
    1. Site preparation and grading, cut slope inclinations, corrective grading, fill placement, compaction and drainage.
    2. Appropriate foundation type(s) for the structure
    3. Design criteria for recommended foundation type(s)
    4. Estimates of foundation settlement
    5. Subgrade preparation for concrete slabs-on-grade, sidewalks and pavement for roads and parking lots
    6. Pavement section design
    7. Suitability of on-site soil to use as fill
    8. Soil stratigraphy and impact of groundwater on design and construction
    9. Current Building Code site factors for seismic design
    10. Potential for soil liquefaction and mitigation measures that can be taken to minimize the impact to new structures
    11. Design for lateral forces, including coefficient of friction, passive pressures, etc.
    12. Design for lateral pressures and dynamic increments for retaining walls or structures
    13. Recommendations regarding any precautions necessary at adjacent structures
    14. Excavation and backfilling of utility trenches
    15. Grading and over excavation recommendations

16. Identify any special fill requirements
  17. Treatment of expansive fill
  18. Percolation tests to average out the percolation rate
  19. Soil and rock analysis and engineering properties and design parameters, including: (1) Test for corrosiveness of soil and define its effects on foundation system design. (2) Test for hazardous materials, including heavy metals and pesticides. (3) Recommendations regarding design and construction that will minimize cost of removal and disposal of hazardous waste.
  20. Site-specific response spectra
- e. Drilling, cutting and patching of asphalt, along with removal of spoils and debris may be required to obtain required information for the report. All debris, drilling mud or soil cutting to be disposed of offsite.
  - f. Deliverables will be three (3) stamped, wet signed, hard copy reports and an electronic copy.
  - g. Post-report consultation, as required.
  - h. Plan and specification review of final design by Design-Build Entity.

2.7. **Preparation for Entering Construction Phase.**

- a. Review of Design Documents. The CONSULTANT, including the CONSULTANT'S Project Manager for PROJECT construction, shall review project plans, specifications and other documents to attain a complete understanding of the design and scope of the PROJECT.
- b. Master Construction Schedule. The CONSULTANT shall work with DISTRICT and Architect to develop an understanding for the construction schedule requirements related to the associated work necessary for PROJECT construction.

2.8. **Construction Phase.** CONSULTANT'S assigned personnel shall perform in accordance with all testing code compliance requirements and protocols during activities for the PROJECT. Project components include:

- a. Testing and Special Inspection services as necessitated by project documents, DSA for all three phases stated above, the ATAS Building, new tennis courts, and proposed parking lot.
- b. Services will be in accordance with DSA form 103. (Provided upon DSA approval)
- c. Plan and specification review (All three phases).
- d. Geotechnical site observation, soil placement observation, and soil testing for compliance with Geotechnical investigation Report by C.E.M. Lab Corp. and DSA approved documents.
- e. Written daily reporting of on-site activities and any other project related reporting to project Inspector.
- f. Project material testing and inspections on site and off site venues.
- g. Offsite structural steel fabrication inspection.
- h. Site observation during construction, including all special inspections required by DSA in form DSA-103.

- i. Attend pre-installation meeting when special inspection is required.
- j. Review PROJECT requirements, approved submittal and required licenses.
- k. Insert: Concrete, rebar, retaining walls, masonry, reinforcing, welding, steel, high strength bolt, pull test, and all special inspections required by the PROJECT including as required:
  - 1. Testing of reinforcing steel
  - 2. Batch plant inspection of concrete
  - 3. Take samples of cement and collection of concrete supplier certifications
  - 4. Concrete field testing including slump, temperature, and cylinder collection for subsequent testing
  - 5. Continuous inspection for masonry
  - 6. Compression testing for concrete cylinders, mortar and grout prisms
  - 7. Testing of masonry unit
  - 8. Testing and inspection of anchors, bolts, and dowels
  - 9. Drilling and testing of masonry cores
  - 10. Preparation of final affidavits
  - 11. Review of steel placement
  - 12. Visual field welding inspection
  - 13. Asphalt Testing
- l. Site Inspection of construction materials and fabrications.
- m. Laboratory and field testing of project materials.
  - 1. Provide reports to Project Inspector.
  - 2. Daily reporting to IOR on a project specific basis including an analysis or percent complete in relationship to percent of contract completion.
  - 3. Post-report consultation, as required for each of the three project phases.
- n. Daily Operations.
  - 1. Only the DISTRICT and its authorized representative will have the authority to request services.
  - 2. Unless otherwise agreed in advance and authorized by the DISTRICT, all requests for services must be in writing and must be communicated to the CONSULTANT'S office a minimum of 24 hours in advance.
  - 3. A two hour minimum charge will be applied to each request for in-house services and four hours for material testing (i.e. concrete, steel, masonry and welding) services with no travel time included. Where possible, a single trip will be used to address multiple testing issues.

4. Technicians will check in with the DISTRICT'S DSA inspector of record at the job site before start of daily work and prior to leaving the site. The technician will submit a field report that will indicate the services performed the amount of time spent, and the number of tests taken.
5. The rates shown on the attached fee schedule shall include the cost of all related equipment.
6. Test samples taken, but not required, may be disposed of by CONSULTANT.
7. An assessment of the billing against the contract amount will be maintained by the CONSULTANT and submitted to the DISTRICT for monthly review with the invoice submittal. If it appears that any testing/inspection line items will be exceeding the planned budget, the CONSULTANT will notify the DISTRICT at 80% billing to review the reasons for the overage and whether any corrective action is appropriate for budget adjustments.

o. Site Observations.

1. CONSULTANT On-Site. At all times during which there are associated work construction activities, CONSULTANT shall have personnel at the Site to observe Site construction activities including analysis of all samples as required by this PROJECT.
2. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CONSULTANT shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon the safety of persons or property, CONSULTANT shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CONSULTANT, the DISTRICT shall be notified in writing by the CONSULTANT of such conditions.

2.9. Post-Construction Phase.

- a. Review and Transmittal of Contractor Close-Out Documents. The CONSULTANT shall begin to consider associated work close out requirements upon execution of the contract. The CONSULTANT shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations. The CONSULTANT shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CONSULTANT determines that the Contractor's close-out documents and items are not in conformity with requirements, the CONSULTANT shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CONSULTANT shall deliver to the DISTRICT all the Contractor's close-out documents and items.

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

### ARTICLE 3 ADDITIONAL CONSULTANT SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment A. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Basic Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. Such services shall include:
- a. **Material Project Scope Changes.** Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including project size, quality, or complexity or material changes to the Master Construction Schedule.
  - b. **Termination/Default of Architect or Contractor.** Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
  - c. **Damage or Destruction to Project.** Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
  - d. **After Final Certificate of Payment.** Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
  - e. **Other Services.** Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT'S practice.

### ARTICLE 4 TERM OF SERVICES

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. **Term.** The construction time frame is anticipated for 50 months with a completion date of December 29, 2021. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated construction timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or 60 days after the date of substantial completion of construction.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.

- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

## ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
- a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
  - b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.
  - c. The CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
- 5.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain PROJECT specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. **Statutory Workers' Compensation and Employers' Liability.** CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the



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

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

Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence and \$2,000,000 in the aggregate, including:

1. owned, non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- c. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than 30 days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- 5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall

provide that such policy will not be materially modified, canceled or allowed to expire without at least 30 days advance written notice to the DISTRICT.

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

5.5. **Coverage Amounts**

<b>Insurance Policy</b>	<b>Minimum coverage Amount</b>
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
General and Auto Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate

**ARTICLE 6 COMPENSATION TO THE CONSULTANT**

The DISTRICT shall compensate the CONSULTANT as follows:

- 6.1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT'S performance of the Basic Services under this AGREEMENT shall consist of the following Time & Material Not to Exceed prices (Refer to attachment C & D for detailed cost breakdown for each task ):

**Task –A: Geotechnical Investigation and Environmental Testing Services (Three Phases)**

a.	Geotechnical Investigation and Report	\$ 33,100
b.	Post-Construction Consultation	\$ 3,900
c.	Construction Document Review @ 3 design milestones	\$ 3,000
d.	Site Observation during construction Geotechnical Engineer of Record	Included
e.	Requested Consultant Reimbursable Allowance	Included
f.	District Controlled Contingency	\$ 15,000

**Task – B: Material Testing and Inspection Services (Three Phases):**

a.	Construction Phase	\$314,000
b.	Post-Construction Phase (Close Out)	\$ 1,550
c.	District Allowance for Reimbursable Cost	\$ 14,450
d.	District Controlled Contingency	\$ 15,000
<b>TOTAL</b>		<b>\$400,000</b>

- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the

CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.

- 6.3. **Consultant Monthly Billing Statements**. CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.4. **Payment in Full**. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
  - c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
  - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
  - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Basic Services will be reimbursed.

- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.1 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT. Cost + 10%
  - g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.1 times the amounts billed to the CONSULTANT for such services. Cost + 10%
- 6.6. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **District Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.8. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.9. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.10. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment A or as a fixed fee.

## ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF

format upon completion of construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

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

## ARTICLE 8      TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than seven days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of Project.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than 15 days prior to the suspension date. If the PROJECT is suspended by

the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.

- 8.5. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
  - b. Unless payment in full is received by the CONSULTANT within seven days of the date of the notice, the suspension shall take effect without further notice.
  - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **Consultant Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

## ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the CONSULTANT, DISTRICT and any other person sought to be joined. Consent to arbitration

involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

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

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

## ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner. CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

**Nawar Al Juburi, Project Manager**

- 10.3. **District Notification**. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Inspections**. The DISTRICT shall retain Inspection Service providers to conduct construction phase inspections as required by applicable laws, codes, rules, regulations, or ordinances. CONSULTANT must coordinate work effort as needed.
- 10.5. **District Consultants**. Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants and audio-visual equipment/installation consultants.

**ARTICLE 11 MISCELLANEOUS**

- 11.1. **Affirmative Action**. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws**. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **Consultant Accounting Records**. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance**. Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for accuracy of CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver**. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.



- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, no member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or

demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11.13. **Communications** between the parties shall be sent to the following addresses:

**DISTRICT**

Nawar Al Juburi  
Project Manager  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[naljuburi@socccd.edu](mailto:naljuburi@socccd.edu)

**CONSULTANT**

Tony Binaei  
President  
C.E.M. Lab Corp.  
  
45 Post  
Irvine, CA 92618  
[tony@cemlabcorp.com](mailto:tony@cemlabcorp.com)

**COPY**

Dr. Debra L. Fitzsimons  
Interim Chancellor  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

11.14. **Severability**. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.

11.15. **Entire AGREEMENT/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.

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

11.17. **Definitions**

- a. **Associate Work**. The scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements.
- b. **Contract**. A Contract for construction services awarded by the DISTRICT to a Contractor for the construction of the PROJECT.
- c. **Design Documents**. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.

- d. **Architect.** The Architect is Insert Firm Name. References to the Architect include Insert Name(s) and its consultants retained to prepare or provide any portion of the Design Documents.
- e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

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

CONSULTANT

DISTRICT

C.E.M. Lab Corp.

South Orange County Community College District

\_\_\_\_\_  
Tony Binaei  
President

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

\_\_\_\_\_  
Insert Date  
(Date)

\_\_\_\_\_  
Insert Date  
(Date)

[Click here to enter text.](#)\_\_\_\_\_  
(Taxpayer number)

- Attachment A Criteria and Billing for Extra Work
- Attachment B DSA Form 103 (To be provided upon DSA approval)
- Attachment C Task – A: Geotechnical Investigation and Environmental Testing Services - Fees Schedule
- Attachment D Task – B: Material Testing and Inspection Services - Fees Schedule

**ATTACHMENT A - CRITERIA AND BILLING FOR EXTRA WORK**

1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
  - a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.
  - b. Provide inspection services that are beyond allowable daily hours.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of the contractor.
4. Extra Work fees shall not be paid in the event that the DSA Inspector of Record is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.

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

<u>Consultant Services</u>	<u>Fee Per Hour</u>
Principal	\$145
Geotechnical Engineer	\$145
Soils Engineer – Special Inspector	\$85
Concrete – Special Inspector	\$82
Welding – Special Inspector	\$85
Clerical	\$55

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**ATTACHMENT B - DSA FORM 103**

To be provided upon DSA approval

**ATTACHMENT C - TASK – A: GEOTECHNICAL INVESTIGATION & ENVIRONMENTAL TESTING SERVICES - FEES SCHEDULE**

Attachment D				
ATAS Building Project				
Task – A: Geotechnical Investigation and Environmental Testing Services - Fees Schedule				
<u>Cost breakdown:</u>				
		Phase One	Phase Two	Phase Three
		ATAS Building	New Tennis Courts Facility (Eight Courts)	Proposed Surface Parking Lot (TAS Bldg.)
i.	Geotechnical Investigation and Report	\$ 12,500	\$ 10,800	\$ 9,800
ii.	Post-Report Consultation	\$ 1,500	\$ 1,200	\$ 1,200
iii.	Construction Document Review @ 3 design milestones	\$ 1,000	\$ 1,000	\$ 1,000
iv.	Site Observation during construction Geotechnical Engineer of Record (16 Months Duration for all three phases)	Included	Included	Included
v.	Requested Consultant Reimbursable Allowance	Included	Included	Included
vi.	District Contingency	\$ 5,000	\$ 5,000	\$ 5,000
	Subtotal:	\$ 20,000	\$ 18,000	\$ 17,000
	Total Task - A ( All Three Phases)	\$ 55,000		
Unit Pricing				
a.	Unit Price for Soil Drilling (\$/FT)	\$ 18		
b.	Unit Price for Rock Coring (\$/FT)	\$ 25		
District's Notes	1- The pricing above includes performing Percolation Testing and Chemical soils testing for the presence of hazardous material for all three (3) phases.			
	2- The number of expletory borings matches the same amount indicated on CEM's proposal dated 09/01/2017 along with the same proposed timeline for all three (3) phases.			

ATTACHMENT D TASK – B: MATERIAL TESTING AND INSPECTION SERVICES - FEES SCHEDULE

Attachment E ATAS Building Project Task – B: Material Testing and Inspection Services - Fees Schedule																
	Phase One ATAS Building					Phase Two New Tennis Courts Facility-8 Courts					Phase Three Proposed Surface Parking Lot (TAS Bldg.)					Combined Total
	# Days	# hours	Hourly Rate	Lab Testing	Total	# Days	# hours	Hourly Rate	Lab Testing	Total	# Days	# hours	Hourly Rate	Lab Testing	Total	
1 Soils																
Soils - Geotech Engineer Rep	4	16	\$ 135.00		\$ 2,160.00	2	16	\$ 135.00		\$ 2,160.00	4	32	\$ 135.00		\$ 4,320.00	\$ 8,640.00
Soils - Geotechnical Engineer	4	32	\$ 145.00		\$ 4,640.00	2	16	\$ 145.00		\$ 2,320.00	4	32	\$ 145.00		\$ 4,640.00	\$ 11,600.00
Soils Testing & Inspection	15	120	\$ 85.00	\$ 1,500.00	\$ 11,700.00	10	80	\$ 85.00	\$ 250.00	\$ 7,850.00	15	120	\$ 85.00	\$ 1,500.00	\$ 11,700.00	\$ 20,450.00
2 Concrete																
Rebar Testing	4	32	\$ 25.00		\$ 800.00	2	16	\$ 25.00		\$ 400.00	3	24	\$ 25.00		\$ 600.00	\$ 1,800.00
Rebar Off Site Inspection	10	80	\$ 82.00		\$ 6,560.00	5	40	\$ 82.00		\$ 3,280.00	8	64	\$ 82.00		\$ 5,248.00	\$ 15,088.00
Concrete Site Inspection	20	160	\$ 82.00		\$ 13,120.00	15	120	\$ 82.00		\$ 9,940.00	25	200	\$ 82.00		\$ 16,400.00	\$ 35,360.00
Concrete Batch Plant	15	120	\$ 82.00		\$ 9,840.00	10	80	\$ 82.00		\$ 6,560.00	15	120	\$ 82.00		\$ 9,840.00	\$ 26,240.00
Concrete Mix Design Review	1	8	\$ 150.00		\$ 1,200.00	4	32	\$ 150.00		\$ 4,800.00	4	32	\$ 150.00		\$ 4,800.00	\$ 2,000.00
Concrete Cylinder Test		45 cylinders		\$ 2,000.00	\$ 2,000.00		15 cylinders			\$ 300.00		10 cylinders			\$ 0.00	\$ 2,300.00
3 Masonry																
Masonry	15	120	\$ 82.00		\$ 9,840.00	5	40	\$ 82.00		\$ 3,280.00						\$ 13,120.00
Compressive Strength Masonry Samples		60 Ea.		\$ 1,500.00	\$ 1,500.00		30 Ea.		\$ 600.00	\$ 600.00						\$ 2,100.00
Testing Masonry Blocks		25 Ea.		\$ 2,000.00	\$ 2,000.00		15 Ea.		\$ 600.00	\$ 600.00						\$ 2,600.00
Concrete Mix Design Review		4	\$ 150.00		\$ 600.00		4	\$ 150.00		\$ 600.00						\$ 1,200.00
4 Steel																
Structural Steel Off Site	60	480	\$ 85.00		\$ 40,800.00	5	40	\$ 85.00		\$ 3,400.00						\$ 44,200.00
Structural Steel On Site	80	640	\$ 85.00		\$ 54,400.00	10	80	\$ 85.00		\$ 6,800.00						\$ 61,200.00
UT Testing	10	80	\$ 85.00		\$ 7,640.00	3	24	\$ 85.00		\$ 2,112.00						\$ 9,752.00
Welding Procedure Review	1	8	\$ 85.00		\$ 680.00		4	\$ 85.00		\$ 340.00						\$ 1,020.00
5 Post Installed Anchors Inspection																
Tensile Test of Post Installed Anchors	5	40	\$ 80.00		\$ 3,600.00	2	16	\$ 80.00		\$ 1,440.00						\$ 5,040.00
6 Asphalt																
Asphalt	4	32	\$ 85.00		\$ 2,720.00	2	16	\$ 85.00		\$ 1,360.00	10	80	\$ 85.00		\$ 6,800.00	\$ 10,880.00
7 Administrative																
Administrative	10	80	\$ 55.00		\$ 4,400.00	5	40	\$ 55.00		\$ 2,200.00	5	40	\$ 55.00		\$ 2,200.00	\$ 8,800.00
8 Engineering Review	8	64	\$ 145.00		\$ 9,280.00	4	32	\$ 145.00		\$ 4,640.00	4	32	\$ 145.00		\$ 4,640.00	\$ 18,560.00
9 Sub Total					\$ 188,880.00					\$ 59,882.00					\$ 66,788.00	\$ 315,550.00
10 District Allowance for Reimbursable																\$ 14,450
11 District Contingency																\$ 15,000
12 PROPOSED *TIME & MATERIAL - NOT TO EXCEED* AMOUNT For All TESTING, SPECIAL INSPECTIONS AND REPORTING - Task B																\$ 345,000

Costs to testing and inspection per DSA requirements including - BUT NOT LIMITED TO - the following  
Hourly rates to include all costs to the project site, and time will begin and end with a signature by the IOR  
Time, Mileage, and per diem to plant or fabricator beyond 50 miles from Saddleback Campus will be covered under reimbursable. The first 50 miles will not be covered, and is considered part of base rate.  
Unused District allowance & contingency returns to the District

Provide "Per Diem Rate" for offsite welding inspection if required	\$ 125.00
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**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: South Orange County Regional Consortium AB 104 Adult Education Block Grant (AEBG), Irvine Unified School District Grant Subcontract Agreement FY 2017-2019

**ACTION:** Approval

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### **BACKGROUND**

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

On July 17, 2017 the Board approved Dr. A. Cathleen Greiner and Dr. Estella Castillo-Garrison to serve as the approved representatives to the SOCRC AB104 Adult Education Block Grant (AEBG) through June 2019.

SOCRC, is scheduled to receive \$4,579,171 in FY 2017-2018 and again in FY 2018-2019.

### **STATUS**

SOCRC members may enter into agreements with unified school districts and joint powers authority partners to distribute AEBG funds. As the lead agency in the northern service area, IVC has agreed to an allocation of \$800,000 to IUSD for FY 2017-2018 and FY 2018-2019 in support of program projects and activities related to adult education as part of AEBG.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve Adult Education Block Grant (AEBG) subcontract agreement (EXHIBIT A) with the Irvine Unified School District to allocate the sum of \$800,000 for the SOCRC AB104 AEBG funding during the FY 2017-2019.

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



**GRANT SUBCONTRACT BETWEEN  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and  
IRVINE UNIFIED SCHOOL DISTRICT**

This GRANT SUBCONTRACT ("Agreement") is made by and between the South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and the Irvine Unified School District ("School"), a public school district organized and existing pursuant to the laws of the State of California. District and School may be referred to herein individually as "Party" and, collectively, as "Parties."

**RECITALS**

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

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

C. WHEREAS, the 2017-2019 State Budget appropriated \$500 million to the California Community College Chancellor's Office (CCCCO) and the California Department of Education to allocate funding for adult education. The funds will be provided to eligible consortia for the purpose of implementing regional plans for adult education. The intent of the AEBG was to expand and improve the provision of adult education via these consortia. District is a member of the South Orange County Regional Consortium (SOCRC).

D. WHEREAS, the District and School desire to enter into this program.

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

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

1. **Incorporation of Recitals** The above recitals are incorporated as effective and operative parts of this Agreement.
2. **Term** This Agreement shall commence **July 1, 2017, and shall continue in full force and effect thereafter until and including June 30, 2019, contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation.**
3. **School Responsibilities**
  - a. **Scope of Work** School shall perform the Scope of Work generally described in the Participation Agreement, for the respective grant award listed below:  
  
Exhibit A (FS430/State Grant Number G17-328-60 and G18-328-60)  
  
As a part of this Scope of Work, the School, expressly agrees to track and certify all expenditures, including the quarterly fiscal reporting required under the guidelines of the Adult Education Block Grant. This includes, but is not limited to, the provision of certified expenditures and all documents relating thereto, reported quarterly in the fiscal workbooks provided by the Chancellor's Office of the State of California.
4. **Budget and Allowable Expenses**
  - a. The School will administer the program budget in accordance with the AEBG legislation and budget development guidelines. The School will ensure that all program expenditures are reasonable, necessary, and allowable.
  - b. The School will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
  - c. The School will adhere to the guidelines of the allowable expenses per the AEBG as reflected in Exhibit B.

5. **Compensation and Invoicing** District agrees to provide School, as full consideration and compensation for School's performance of work under this Agreement, an amount of Eight-Hundred-Thousand Dollars (\$800,000) representing the SOCRC allocation, and an amount of Zero Dollars (\$0.00) representing the Maintenance of Effort (MOE), for a sum total amount not to exceed Eight-Hundred-Thousand Dollars (\$800,000) ("Contract Amount"). *This compensation shall be allocated in accordance with the schedule below contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation:*

*Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018): \$400,000*

*Fiscal Year 2018-2019 (July 1, 2018 through June 30, 2019): \$400,000.*

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

District agrees to pay the School as funds are received from the CCCC.

All allowable expenditures must be encumbered and/or the services rendered *before the end of each Fiscal Year*, unless expressly authorized by the District based on communication from the Chancellor's Office of the State of California.

6. **Records/Audits.**

A. Records

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

1. Records regarding use of grant funds:

- a. The School will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The School will maintain original financial documentation (invoices and receipts) on file at the School's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or designated staff to view such records.
- c. The School will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant if appropriate.

2. Records regarding progress toward grant objectives/performance:

- a. The School will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
- b. School agrees to cooperate with Project Evaluator and supply information and records needed to track progress within 30 days following the end of the quarter.

B. Audit

1. The School shall preserve and make available all records related to this agreement for examination by District, and/or their duly authorized representatives or agents:
  - a. The School shall retain these records for three years after the completion of the grant;
  - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
  - c. The retention period starts on the day the School submits its last expenditure report for that period, but not before July 1, 2019.

d. Failure to comply with terms of this paragraph may lead to the termination of the Agreement.

2. As required by California Education Code Section 84040, District and School will conduct their annual financial and compliance audit with each covering the cost for their respective audits.

7. **Termination** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.
8. **Indemnification** School agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by School, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to hold harmless and indemnify School, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by School. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

9. **Insurance** School agrees to maintain, in full force and effect, at School's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

10. **Independent Contractor** School, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. School, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. School shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to School's employees. School agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of School to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to School's employees.
11. **Compliance with Applicable Laws** In performing the work, both Parties shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. District shall not be responsible for compliance with any rules or regulations applicable to school districts that are not expressly incorporated into this Agreement. School and all School's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

12. **Assignment** Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.
13. **Trademark/Logo Use** School must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish School with camera-ready artwork for such use.
14. **Non-Waiver** The failure of District or School 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.
15. **Notice** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

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

**School:** Irvine Unified School District  
Attn: Dr. Rebecca Roberts  
3387 Barranca Parkway, Irvine, CA 92606  
Phone: 949-936-7405  
Email: RebeccaRoberts@iusd.org

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

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

Signature Page to Follow

*In Witness Whereof*, the Parties have caused this Grant Subcontract be executed on their behalf by their respective duly-authorized representatives.

IRVINE UNIFIED SCHOOL DISTRICT

BY:

Authorized Representative	
Print Name	John Fogarty
Print Title	Asst. Superintendent, Business Services
Date	

District Initiating Department
District Contact Name
District Contact Extension

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

Authorized Representative	
Print Name	Dr. Debra Fitzsimons
Print Title	Interim Chancellor, SOCCCD
Date	

IVC – Business Sciences, Online and Extended Education
Cathleen Greiner
949-451-5310

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

**Project Name: Adult Education Block Grant**

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

**Project Timeline: July 1, 2017 to June 30, 2019**

**SCOPE OF WORK (General):**

**Section A:**

The School will provide:

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

**Section B:**

1. To ensure accountability, School shall adhere to the reporting and data collection and retention requirements specified in provision 6 (Rewards / Audits) of the Subcontract Agreement.



## EXHIBIT B

### Other Terms and Conditions: Allowable Use of Funds

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

**All allowable costs must meet three primary criteria:**

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

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

**Examples of Allowable Expenditures (specific to AB104)**

**Sample Expenditures Listed by Objective**

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

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

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

**Examples of allowable expenditures:**

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

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

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

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

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

**Examples of allowable expenditures:**

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

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

**Examples of allowable expenditures:**

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

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

**Examples of allowable expenditures:**

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

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

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

**Examples of allowable expenditures:**

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

**Examples of Allowable Expenditures by AB104 Objective of Expenditure Reporting Categories**

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

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



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

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

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

**3000: Employee Benefits.**

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

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

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

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

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

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

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

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

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

#### **Examples of Allowable Expenses by AB104 Types of Activities**

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

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

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

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

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

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

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

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

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

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

#### **1. Construction**

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

#### **2. Other Staff Salaries and Benefits**

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

#### **3. Political or Professional Dues, Memberships, or Contributions**

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

#### **4. Unrelated Travel Costs**

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

#### **5. Vehicles**

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

#### **6. Clothing**

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

**7. Entertainment Costs**

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

**8. Fines and Penalties**

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

**9. Travel**

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

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

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

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

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), Tustin Unified School District Grant Subcontract Agreement FY 2017-2019

**ACTION:** Approval

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### **BACKGROUND**

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

On July 17, 2017 the Board approved Dr. A. Cathleen Greiner and Dr. Estella Castillo-Garrison to serve as the approved representatives to the SOCRC AB104 Adult Education Block Grant (AEBG) through June 2019.

SOCRC, is scheduled to receive \$4,579,171 in FY 2017-2018 and again in FY 2018-2019.

### **STATUS**

SOCRC members may enter into agreements with unified school districts and joint powers authority partners to distribute AEBG funds. As the lead agency in the northern service area, IVC has agreed to an allocation of \$1,656,446 to Tustin Unified School District for FY 2017-2018 and FY 2018-2019 in support of program projects and activities related to adult education as part of AEBG.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve Adult Education Block Grant (AEBG) subcontractor agreement (EXHIBIT A) with the Tustin Unified School District to allocate the sum of \$1,645,446 for the SOCRC AB104 AEBG funding during the FY 2017-2019.



**GRANT SUBCONTRACT BETWEEN  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and  
TUSTIN UNIFIED SCHOOL DISTRICT**

This GRANT SUBCONTRACT ("Agreement") is made by and between the South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and the Tustin Unified School District ("School"), a public school district organized and existing pursuant to the laws of the State of California. District and School may be referred to herein individually as "Party" and, collectively, as "Parties."

**RECITALS**

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

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

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

D. WHEREAS, the District and School desire to enter into this program.

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

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

1. **Incorporation of Recitals** The above recitals are incorporated as effective and operative parts of this Agreement.
2. **Term** This Agreement shall commence July 1, 2017, and shall continue in full force and effect thereafter until and including June 30, 2019, contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation.
3. **School Responsibilities**
  - a. **Scope of Work** School shall perform the Scope of Work generally described in the Participation Agreement, for the respective grant award listed below:  
  
Exhibit A (FS430/State Grant Number G17-328-60 and G18-328-60)  
  
As a part of this Scope of Work, the School, expressly agrees to track and certify all expenditures, including the quarterly fiscal reporting required under the guidelines of the Adult Education Block Grant. This includes, but is not limited to, the provision of certified expenditures and all documents relating thereto, reported quarterly in the fiscal workbooks provided by the Chancellor's Office of the State of California.
4. **Budget and Allowable Expenses**
  - a. The School will administer the program budget in accordance with the AEBG legislation and budget development guidelines. The School will ensure that all program expenditures are reasonable, necessary, and allowable.
  - b. The School will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
  - c. The School will adhere to the guidelines of the allowable expenses per the AEBG as reflected in Exhibit B.

5. **Compensation and Invoicing** District agrees to provide School, as full consideration and compensation for School's performance of work under this Agreement, an amount of Eight-Hundred-Thousand Dollars (\$800,000) representing the SOCRC Allocation, and an amount of Eight-Hundred-Forty Five Thousand, Four Hundred Forty Six Dollars (\$845,446) representing the Maintenance of Effort (MOE), for a sum total amount not to exceed One Million, Six-Hundred –Twenty-Two-Thousand Seven-Hundred-Twenty-Three Dollars (\$1,645,446) ("Contract Amount"). *This compensation shall be allocated in accordance with the schedule below contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation:*

*Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018): \$822,723*

*Fiscal Year 2018-2019 (July 1, 2018 through June 30, 2019): \$822,723.*

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

District agrees to pay the School as funds are received from the CCCCO.

All allowable expenditures must be encumbered and/or the services rendered *before the end of each Fiscal Year* unless expressly authorized by the District based on communication from the Chancellor's Office of the State of California.

6. **Records/Audits**

A. Records

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

1. Records regarding use of grant funds:

- a. The School will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The School will maintain original financial documentation (invoices and receipts) on file at the School's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or designated staff to view such records.
- c. The School will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant if appropriate.

2. Records regarding progress toward grant objectives/performance:

- a. The School will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
- b. School agrees to cooperate with Project Evaluator and supply information and records needed to track progress within 30 days following the end of the quarter.

B. Audit

1. The School shall preserve and make available all records related to this agreement for examination by District, and/or their duly authorized representatives or agents:
  - a. The School shall retain these records for three years after the completion of the grant;
  - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
  - c. The retention period starts on the day the School submits its last expenditure report for that period, but not before July 1, 2019.

d. Failure to comply with terms of this paragraph may lead to the termination of the Agreement.

2. As required by California Education Code Section 84040, District and School will conduct their annual financial and compliance audit with each covering the cost for their respective audits.

7. **Termination** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.
8. **Indemnification** School agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by School, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to hold harmless and indemnify School, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by School. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

9. **Insurance** School agrees to maintain, in full force and effect, at School's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

10. **Independent Contractor** School, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. School, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. School shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to School's employees. School agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of School to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to School's employees.
11. **Compliance with Applicable Laws** In performing the work, both Parties shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. District shall not be responsible for compliance with any rules or regulations applicable to school districts that are not expressly incorporated into this Agreement. School and all School's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

12. **Assignment** Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.
13. **Trademark/Logo Use** School must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish School with camera-ready artwork for such use.
14. **Non-Waiver** The failure of District or School 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.
15. **Notice** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

**District:** South Orange County Community College District  
Attn: Vice Chancellor, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Phone: (949) 582-4664  
E-Mail: [dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

**School:** Tustin Unified School District  
Attn: Chris Matos, Director, Secondary Education  
300 South C Street  
Tustin, CA 92780  
Phone: (714) 730-7301, x323  
[cmatos@tustin.k12.ca.us](mailto:cmatos@tustin.k12.ca.us)

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

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

Signature Page to Follow

*In Witness Whereof*, the Parties have caused this Grant Subcontract to be executed on their behalf by their respective duly-authorized representatives.

TUSTIN UNIFIED SCHOOL DISTRICT

BY:

Authorized Representative	
Print Name	Juan Lopez
Print Title	Educational Services
Date	

District Initiating Department
District Contact Name
District Contact Extension

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

Authorized Representative	
Print Name	Dr. Debra Fitzsimons
Print Title	Interim Chancellor, SOCCCD
Date	

IVC – Business Sciences, Online and Extended Education
Cathleen Greiner
949-451-5310



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

**Project Name: Adult Education Block Grant**

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

**Project Timeline:** July 1, 2017 to June 30, 2019

**SCOPE OF WORK (General):**

**Section A:**

The School will provide:

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

**Section B:**

1. To ensure accountability, School shall adhere to the reporting and data collection and retention requirements specified in provision 6 (Rewards / Audits) of the Subcontract Agreement.

EXHIBIT B

**Other Terms and Conditions: Allowable Use of Funds**

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

**All allowable costs must meet three primary criteria:**

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

2. Uses of these funds must have direct correlation to activities published in the approved South Orange County Regional Consortia plan.

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

**Examples of Allowable Expenditures (specific to AB104)**

**Sample Expenditures Listed by Objective**

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

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

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

**Examples of allowable expenditures:**

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

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

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

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

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

**Examples of allowable expenditures:**

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

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

**Examples of allowable expenditures:**

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

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

**Examples of allowable expenditures:**

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

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

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

**Examples of allowable expenditures:**

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

**Examples of Allowable Expenditures by AB104 Objective of Expenditure Reporting Categories**

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

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

Costs must be prorated for employees who are assigned to AEBG on a part-time basis.

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

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

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

**3000: Employee Benefits**

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

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

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

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

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

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

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

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

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

**Examples of Allowable Expenses by AB104 Types of Activities**

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

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

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

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

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

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

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

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

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

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

**1. Construction**

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

**2. Other Staff Salaries and Benefits**

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

**3. Political or Professional Dues, Memberships, or Contributions**

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

**4. Unrelated Travel Costs**

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

**5. Vehicles**

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

**6. Clothing**

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

**7. Entertainment Costs**

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

**8. Fines and Penalties**

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

**9. Travel**

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

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

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

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: South Orange County Regional Consortium (SOCRC) AB 104 Adult Education Block Grant (AEBG), Laguna Beach Unified School District Grant Subcontract Agreement FY 2017-2019

**ACTION:** Approval

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### **BACKGROUND**

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

On July 17, 2017 the Board approved Dr. A. Cathleen Greiner and Dr. Estella Castillo-Garrison to serve as the approved representatives to the SOCRC AB104 Adult Education Block Grant (AEBG) through June 2019.

SOCRC, is scheduled to receive \$4,579,171 in FY 2017-2018 and again in FY 2018-2019.

### **STATUS**

SOCRC members may enter into agreements with unified school districts and joint powers authority partners to distribute AEBG funds. As the lead agency in the northern service area, IVC has agreed to an allocation of \$183,470 to Laguna Beach Unified School District as stated in the Adult Education Block Grant subcontractor agreement (EXHIBIT A) for FY 2017-2018 and FY 2018-2019 in support of program projects and activities related to adult education as part of AEBG.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve Adult Education Block Grant subcontractor agreement (EXHIBIT A) with the Laguna Beach Unified School District to allocate the sum of \$183,470 for the SOCRC AB104 AEBG funding during the FY 2017-2019.



**GRANT SUBCONTRACT BETWEEN  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and  
LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

This GRANT SUBCONTRACT ("Agreement") is made by and between the South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and the Laguna Beach Unified School District ("School"), a public school district organized and existing pursuant to the laws of the State of California. District and School may be referred to herein individually as "Party" and, collectively, as "Parties."

**RECITALS**

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

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

C. WHEREAS, the 2017-2019 State Budget appropriated \$500 million to the California Community College Chancellor's Office (CCCCO) and the California Department of Education to allocate funding for adult education. The funds will be provided to eligible consortia for the purpose of implementing regional plans for adult education. The intent of the AEBG was to expand and improve the provision of adult education via these consortia. District is a member of the South Orange County Regional Consortium (SOCRC).

D. WHEREAS, the District and School desire to enter into this program.

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

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

1. **Incorporation of Recitals** The above recitals are incorporated as effective and operative parts of this Agreement.
2. **Term** This Agreement shall commence **July 1, 2017, and shall continue in full force and effect thereafter until and including June 30, 2019, contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation.**
3. **School Responsibilities**
  - a. **Scope of Work** School shall perform the Scope of Work generally described in the Participation Agreement, for the respective grant award listed below:  
  
Exhibit A (FS430/State Grant Number G17-328-60 and G18-328-60)  
  
As a part of this Scope of Work, the School, expressly agrees to track and certify all expenditures, including the quarterly fiscal reporting required under the guidelines of the Adult Education Block Grant. This includes, but is not limited to, the provision of certified expenditures and all documents relating thereto, reported quarterly in the fiscal workbooks provided by the Chancellor's Office of the State of California.
4. **Budget and Allowable Expenses**
  - a. The School will administer the program budget in accordance with the AEBG legislation and budget development guidelines. The School will ensure that all program expenditures are reasonable, necessary, and allowable.
  - b. The School will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
  - c. The School will adhere to the guidelines of the allowable expenses per the AEBG as reflected in Exhibit B.



5. **Compensation and Invoicing** District agrees to provide School, as full consideration and compensation for School's performance of work under this Agreement, an amount of One-Hundred-Thousand Dollars (\$100,000) representing the SOCRC allocation, and an amount of Eighty-Three Thousand Four Hundred Seventy Dollars (\$83,470.00) representing the Maintenance of Effort (MOE), for a sum total amount not to exceed One Hundred Eighty-three Thousand Four Hundred Seventy Dollars (\$183,470.00) ("Contract Amount"). *This compensation shall be allocated in accordance with the schedule below contingent upon funding from the Adult Education Block Grant (AEBG AB104) Allocation:*

*Fiscal Year 2017-2018 (July 1, 2017 through June 30, 2018): \$91,735*

*Fiscal Year 2018-2019 (July 1, 2018 through June 30, 2019): \$91,735.*

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

District agrees to pay the School as funds are received from the CCCCCO.

All allowable expenditures must be encumbered and/or the services rendered *before the end of each Fiscal Year*, unless expressly authorized by the District based on communication from the Chancellor's Office of the State of California.

6. **Records/Audits**

A. Records

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

1. Records regarding use of grant funds:

- a. The School will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The School will maintain original financial documentation (invoices and receipts) on file at the School's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or designated staff to view such records.
- c. The School will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant if appropriate.

2. Records regarding progress toward grant objectives/performance:

- a. The School will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
- b. School agrees to cooperate with Project Evaluator and supply information and records needed to track progress within 30 days following the end of the quarter.

B. Audit

1. The School shall preserve and make available all records related to this agreement for examination by District, and/or their duly authorized representatives or agents:
  - a. The School shall retain these records for three years after the completion of the grant;
  - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
  - c. The retention period starts on the day the School submits its last expenditure report for that period, but not before July 1, 2019.

d. Failure to comply with terms of this paragraph may lead to the termination of the Agreement.

2. As required by California Education Code Section 84040, District and School will conduct their annual financial and compliance audit with each covering the cost for their respective audits.

7. **Termination** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.

8. **Indemnification** School agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by School, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to hold harmless and indemnify School, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by School. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

9. **Insurance** School agrees to maintain, in full force and effect, at School's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

10. **Independent Contractor** School, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. School, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. School shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to School's employees. School agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of School to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to School's employees.

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



12. **Assignment** Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.
13. **Trademark/Logo Use** School must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish School with camera-ready artwork for such use.
14. **Non-Waiver** The failure of District or School 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.
15. **Notice** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

<u>District:</u>	South Orange County Community College District Attn: Vice Chancellor, Business Services 28000 Marguerite Parkway Mission Viejo, CA 92692 Phone: (949) 582-4664 E-Mail: <a href="mailto:dfitzsimons@socccd.edu">dfitzsimons@socccd.edu</a>
<u>School:</u>	Laguna Beach Unified School District Attn: Dr. Alycia Odipo, Asst. Superintendent, Instructional Services 550 Blumont Street, Laguna Beach, CA 92651 Phone: (949) 497-7700, x5231 Email: <a href="mailto:aodipo@lbusd.org">aodipo@lbusd.org</a>

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

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

Signature Page to Follow

***In Witness Whereof***, the Parties have caused this Grant Subcontract to be executed on their behalf by their respective duly-authorized representatives.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

BY:

_____ Authorized Representative	
Print Name	_____
Print Title	Asst. Superintendent, Business Services
Date	_____

District Initiating Department
District Contact Name
District Contact Extension

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT**

BY:

_____ Authorized Representative	
Print Name	Dr. Debra Fitzsimons
Print Title	Interim Chancellor, SOCCCD
Date	_____

IVC – Business Sciences, Online and Extended Education
Cathleen Greiner
949-451-5310

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

**Project Name: Adult Education Block Grant**

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

**Project Timeline: July 1, 2017 to June 30, 2019**

**SCOPE OF WORK (General):**

**Section A:**

The School will provide:

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

**Section B:**

1. To ensure accountability, School shall adhere to the reporting and data collection and retention requirements specified in provision 6 (Rewards / Audits) of the Subcontract Agreement.

EXHIBIT B

Other Terms and Conditions: Allowable Use of Funds

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

**All allowable costs must meet three primary criteria:**

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

2. Uses of these funds must have direct correlation to activities published in the approved South Orange County Regional Consortia plan.

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

**Examples of Allowable Expenditures (specific to AB104)**

**Sample Expenditures Listed by Objective**

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

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

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

**Examples of allowable expenditures:**

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

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

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

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

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

**Examples of allowable expenditures:**

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

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

**Examples of allowable expenditures:**

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

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

**Examples of allowable expenditures:**

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

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

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

**Examples of allowable expenditures:**

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

**Examples of Allowable Expenditures by AB104 Objective of Expenditure Reporting Categories**

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

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

Costs must be prorated for employees who are assigned to AEBG on a part-time basis.

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

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

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

**3000: Employee Benefits.**

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

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

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

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

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

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

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

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

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

#### **Examples of Allowable Expenses by AB104 Types of Activities**

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

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

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

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

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

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

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

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

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

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

##### **1. Construction**

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

##### **2. Other Staff Salaries and Benefits**

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

##### **3. Political or Professional Dues, Memberships, or Contributions**

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

##### **4. Unrelated Travel Costs**

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

##### **5. Vehicles**

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

##### **6. Clothing**

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



**7. Entertainment Costs**

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

**8. Fines and Penalties**

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

**9. Travel**

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

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

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

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

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Board Policy Revision: BP-4011.6 Hiring of the Chancellor

**ACTION:** Review and Study

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### **BACKGROUND**

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

### **STATUS**

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

Legal counsel has been involved throughout the review process. The proposed policy and its companion administrative regulation were presented to the Chancellor's Council on October 12, 2017 for review and recommendation to the Interim Chancellor.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees accept for review and study the board policy as shown in EXHIBIT A.

# BOARD POLICY

4011.6

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## EMPLOYMENT PROCEDURES FOR CHANCELLOR RECRUITMENT: CHANCELLOR

### SECTION I: GENERAL PROVISIONS

~~1. Preface:~~ The hiring of a highly qualified Chancellor is essential to the mission of the South Orange County Community College District. Therefore, the governing board, with input through this process from administration, faculty, and staff, has the responsibility to select a highly qualified Chancellor.

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

1. Scope: This policy applies to the recruitment and hiring process for Chancellor.

2. Administrative Regulation 4011.6 is in place to recruit a highly qualified chancellor.

3. The recruitment and selection process for the chancellor shall be accomplished in accordance with Board Policy 4010 – Commitment to Diversity.

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

#### 1. Definitions:

- ~~• Board: The Board of Trustees of the South Orange County Community College District.~~
- ~~• Board Designee: The Board of Trustees may elect to appoint an alternate designee to oversee the hiring process.~~
- ~~• Chair: Chair of the Hiring Committee.~~



- ~~Chancellor:~~ The Chancellor of the South Orange County Community College District. The policy also refers to Chancellor during the process, meaning the current, interim or acting Chancellor.
  - ~~Committee:~~ The Hiring Committee, also known as the Search Committee.
  - ~~District:~~ The South Orange County Community College District.
  - ~~EEO:~~ Equal Employment Opportunity.
- 
- ~~HR Specialist:~~ Human Resources Specialist, Hiring Compliance Officer and EEO representative assigned to the job opening.
  - ~~OHR:~~ Office of Human Resources.
  - ~~SOC CCD:~~ The South Orange County Community College District.
  - ~~Vice Chancellor:~~ Vice Chancellor, Human Resources, or designee
2. ~~Confidentiality and Conflict of Interest Statements:~~ The South Orange County Community College District Confidentiality and Conflict of Interest Statements apply to this process.
  3. ~~Compliance:~~ This policy is intended to comply fully and be interpreted in a manner consistent with all applicable state and federal laws and regulations, including but not limited to the Board of Governor's equal employment opportunity regulations. Any provision of this policy that directly conflicts with any applicable state or federal law or regulation may be disregarded and a procedure that complies with the superseding authority shall be developed by the Chancellor and substituted until such time as the Board may adopt a formal amendment to this policy.
  4. ~~Oversight:~~ Normally, the current, acting, or interim Chancellor will provide oversight of the hiring process. However, the Board may appoint an alternate designee, as appropriate, to insure avoidance of any conflict of interest. The Chancellor or Board designee, with the assistance of the OHR, oversees the implementation of the hiring process and the activities of the hiring committees as they exercise their duties, specifically to ensure that actions of hiring committees are consistent with both the written stipulations and the intentions of this policy. Let's be sure tense is consistent throughout
- ~~It is the responsibility of the Chancellor or Board designee, to ensure the integrity of the hiring process established by this policy. If, in the judgment of the Chancellor or Board designee, the integrity of the process described herein has been substantially violated or abused, the Chancellor or Board designee, may order that the process be suspended, pending determination of an appropriate action in consultation with the Office of the~~

~~Human Resources and the Board President. Who makes the final decision about the “appropriate action”? Is there oversight?~~

5. ~~Interpretation: Technical questions and minor problems will ordinarily be resolved by the HR Specialist in consultation with the OHR. In the event that a question of the procedural interpretation of this policy arises and cannot be resolved by the HR Specialist, the question shall be submitted in writing to the Vice Chancellor, or designee via the HR Specialist. Who makes the final decision about the “appropriate action”? Is there oversight? Is this completely clear in the following ...? What happens, for example, if OHR & the Chancellor/designee disagree? What is the parsimonious decision for example, to abort the process or to decide that if there is disagreement then the infraction is sufficiently minor to continue? Obviously I would lean to the latter, but this should be clarified.~~

~~If in the judgment of the HR Specialist, the Chair, the Chancellor or Board designee, a problem of interpretation occurs which threatens the viability or integrity of a Committee’s duties as described herein, all parties shall be immediately notified, and the hiring process shall be suspended pending resolution of the problem. The Chancellor or Board designee, in consultation with OHR, shall attempt to resolve any problem or difference of interpretation of this policy. And if they fail?~~

6. ~~Exceptions: The Chancellor or Board designee, in consultation with the OHR, again, what is the role of OHR? Consultation and advice or decision making? Who owns the ultimate authoritative voice? may reduce or extend the time period for any step established in this policy. Such exceptions shall be as narrow as possible to address, in a reasonable manner, the unusual circumstances posed. In the event of such an alteration to the process as described herein, the Chancellor or Board designee will notify the OHR in writing, stating the unusual circumstances necessitating the extension or exception.~~

## SECTION II: RECRUITMENT

1. ~~When the need for hiring a new Chancellor is determined and recommended by the Board of Trustees, and upon the Board’s approval, a Request to Announce Form is completed and submitted to the Office of Human Resources.~~
2. ~~The Board of Trustees may consider employment of employ a professional consultant to assist with the Chancellor search process.~~
3. ~~Job Announcement Content: The job announcement will determine the screening criteria for review of applicant files. Care must be taken to ensure accurate and job related criteria. It shall contain, at a minimum:~~
  - a. ~~Opening and closing dates~~
  - b. ~~Summary of duties and responsibilities~~

Adopted: 7-24-06

Reviewed: 4-30-12

- ~~c. — Minimum qualifications~~
  - ~~d. — Desirable qualifications~~
  - ~~e. — Application requirements and procedures~~
  - ~~f. — Special testing, if applicable~~
  - ~~g. — Submission of materials, if required~~
  - ~~h. — EEO Statement~~
4. ~~All openings will be advertised through the Office of Human Resources.~~
5. ~~As When a position is opened, it will be announced by the Office of Human Resources with sufficient lead time to advertise the position. This should normally be a minimum of ten weeks or 50 working days, unless otherwise requested by the Chancellor.~~
6. ~~Applications, resumes, and other required materials are accepted only by the Office of Human Resources.~~
7. ~~Announcement brochures will be distributed to appropriate professional sources. Does this need more explication or elaboration? How many places? Who decides? This can be squirrely (that is, where one advertises or announces will/may select among populations of potential applicants)~~

### SECTION III: APPLICATION PROCESS

1. ~~Submission: Applications, resumes, and other required materials are accepted only by the OHR via the District's online employment site.~~
2. ~~Application Period: Applications may be submitted for a set period of time or "until filled." In the case where that a position is "open until filled," screening may shall not begin until at least 30 working days after advertising has appeared in some public forum. In the case where that a position is "open until filled," applications submitted less than two working days prior to the beginning of the screening process may be excluded from consideration.~~
3. ~~Search Extension: The recruitment period will be extended when the applicant pool has fewer than five minimally qualified applications, unless the OHR, the Chancellor or Board designee and Board President agree to forward the pool.~~

### SECTION IV: SEARCH COMMITTEE

~~The Chancellor or Board designee will is there a reason to switch between "will" & "shall"? appoint the Search Committee according to the following criteria:~~

~~The Search Committee shall consist of no more than eleven and no less fewer than seven voting members. A majority of the appointees to the Search Committee will be administrators and managers.~~

- ~~a. The Chancellor or Board designee will select six administrators and managers. The Chancellor or Board designee also will appoint the Search Committee Chair should any details be defined in terms of representation from SC, IVC, DS?~~
  - ~~b. Each Academic Senate will select one faculty member~~
  - ~~c. The South Orange County Community College District Faculty Association will select one faculty member~~
  - ~~d. The California School Employees Association Chapter 586 ("CSEA") will select one classified employee~~
  - ~~e. The Police Officers Association ("POA") will select one of its members~~
- ~~1. Terminate Process: The Chancellor or Board designee may terminate the process if, in his or her judgment, the formation of the Committee has violated the integrity of the hiring process. This seems open to abuse — shouldn't there be an explanation? Or, better, start with an attempt to remedy? If a union or senate appoints someone that the BOT or chancellor doesn't like, the whole process is aborted?~~
  - ~~2. EEO Representative: The EEO Representative shall be appointed by the HR Vice Chancellor or designee, and may be replaced as necessary by another qualified staff member. Only a trained staff member may serve as an EEO representative. Can we permit everyone on the committee to be trained, instead?~~
  - ~~3. Orientation: The HR Specialist will conduct an orientation meeting to explain roles, duties, expectations, timelines, and the rating process to the Committee members. At this time, the Committee will agree on the schedule. All members must also sign a Confidentiality and Conflict of Interest Statement. All HR forms must be completed signed? in ink.~~
  - ~~4. Relative Weights: At the Orientation, the Committee will assign the value to be given to the application and to the interview components. Neither the screening nor the interview may be weighted less than 30 percent each. This has been discussed elsewhere — once the paper screening is complete, why continue to count it? OK, maybe that's too be a change for right now. —☺~~
  - ~~5. Duration: At the Orientation, the Committee will determine the length of the each interview.~~

6. ~~Criteria:~~ The Committee shall establish in writing the criteria to be used in screening the applications and selecting the applicants to be interviewed. The screening criteria shall be job related, and based on the position description and the District hiring policy. What does this mean? Is it different from the job posting? Smacks of the illegal old 4011.1
7. ~~Interview Questions:~~ All questions and other requirements must be kept confidential throughout the process. The Committee will develop and forward to OHR for approval ~~reword ~ new 4011.1?~~ a list of interview questions to be asked of each candidate, as well as any exercise, presentation, or other requirement. The list of questions and requirements will be provided to OHR at least five business days prior to the first scheduled interview.
- ~~All questions and other requirements shall be job related and composed with the intent of evaluating the candidate's knowledge and abilities in relation to the minimum and desirable qualifications as published in the formal job announcement. OHR may provide sample questions at the request of the Chair for the consideration of the Committee.~~
- ~~The list of questions and other requirements as described above must be approved by a majority vote of the Committee. Yes — OHR doesn't have final say; let's make sure to wrote this & 1<sup>st</sup> paragraph in #7 so that there can be no confusion The HR Vice Chancellor or designee reviews all Committee approved questions and other requirements if applicable to ensure compliance with District policies and State and Federal laws and regulations, and must approve only on basis of policy & law, not otherwise all interview questions and other requirements prior to the interview. The Vice Chancellor or designee may make editorial changes; however, if a particular question is deemed by the Vice Chancellor or designee to be in need of substantive changes, these changes will be made in consultation with the Chair or designated discipline expert what is a discipline expert in this process? Clearly this was copied — needs fixing to pertain — but you can see how these different statements do not align? The Chair or designee will be provided with the OHR approved list of questions and other requirements if applicable one (1) business day before the interview.~~
8. ~~Participation:~~ Committee members are expected to be available as necessary for Committee functions, to fully participate fully in all required meetings and related Committee responsibilities, and to complete screening functions in a timely manner. Any member who fails to complete screening in a timely manner, or who misses Committee meetings, may be subject to removal by the Chancellor or Board designee after consultation with the Chair and the OHR. The scores or ratings of a Committee member who withdraws prematurely or is removed will not be counted in the uncompleted phase or section of the process. Can such a person be replaced if the withdrawal is sufficiently early? Or, according to #9, only if committee falls below 7 people? I hope not.
9. ~~Minimum Membership:~~ In the event that the Committee membership falls below the required minimum number of members, the Chancellor or Board designee, after discussion with the OHR, shall determine whether to restart the hiring process, appoint a

~~replacement Committee member, or continue the hiring process with fewer than the minimum number of committee members. This should be required, yes, but not limit replacements~~

#### SECTION V: SCREENING PROCESS

- ~~1. Determination of Application Completeness: The OHR will screen all applicants for minimum qualifications as specified in the official announcement for that position before submission to the Committee, thereby determining applicants who will be paper screened and eligible for interviewing. The Search Committee Chair or designee? has the option to be involved in the minimum qualification screening process. Isn't the consultant doing this?~~
  - ~~2. Review of Application: The review of application and resumes is done online on the District's employment site on an individual basis by each committee member.~~
  - ~~3. Evaluation of Application Materials (Screening): The Committee may not begin to review applications until the appropriate application period has elapsed. At the Orientation meeting, the Committee, in consultation with the HR Specialist, shall specify the time span during which the (s) and location(s) when application materials shall be available. During the screening process, Committee members may not remove the files or their contents, copy or alter any material contained in the files, or append comments or marks. how? This is from paper days Notes on the candidates must be kept in the Committee member's evaluation file, which will be maintained by the OHR.~~
  - ~~4. Scoring: Each application shall receive an independent evaluation according to job related criteria by each member of the Committee. The Committee members shall rate each applicant on the appropriate forms provided by the OHR. Paper?~~
  - ~~5. Recommendation of Candidates for Interview: Using a final ranked list, without names, of candidates by score, the HR Specialist and the Chair will meet to determine the lowest score to qualify for an interview. On the basis of the lowest qualifying score, the OHR shall assemble a list of candidates to be interviewed. Can the committee convene & discuss?~~
  - ~~6. Interview Scheduling: The OHR shall schedule selected candidates for a first level interview, according to the schedule adopted by the Committee, giving them at least five business days' notice of the interview. Exceptions to the five-day notice may be granted by the HR Vice Chancellor or designee.~~
- ~~— Travel Reimbursement: Reimbursement claims for over 300 miles must be submitted no later than 30 days after the interview. Any reimbursement claim is limited to standard District reimbursement guidelines and shall not exceed \$1500.~~

7. —

#### SECTION VI: INTERVIEW PROCESS

1. ~~Materials:~~ At the beginning of each interview meeting, the applicant's or applicants' ? files shall be made available to the Committee, along with the appropriate OHR forms. Each member of the Committee will receive a schedule of interviews, and the interview questions.
2. ~~Site:~~ The Chair will inform the HR Specialist of any special interview needs. After consultation with the Chair, the HR Specialist will make the arrangements for the interview location.
3. ~~Set Time:~~ Each applicant shall be afforded the opportunity to have an interview of approximately equal length.
4. ~~Search Committee Names:~~ Each candidate will be provided with a list of the names and titles of the Search Committee members just prior to the interview.
5. ~~Review of Interview Questions:~~ Candidates will have the opportunity to review the interview questions 15 minutes in advance of their interview. Really? In the BP? All questions must be job-related. Repeated from above? Answers to core questions should reveal attitudes towards the job, appropriateness of education and experience, competency in the field, extent of responsibility and philosophical orientation with respect to the functions involved.
6. ~~Writing Sample:~~ The candidate will really? In BP? be asked to provide a writing sample in response to a question provided to the candidate by the Search Committee how many minutes? Or days? Now here's a "before" that needs detail before the interview.
7. ~~Questions:~~ Each candidate will be asked the same interview questions in the same order. During the interview, follow-up questions may be asked to clarify or further investigate a response given by a candidate. If, in the judgment of the HR Specialist, a follow-up question violates standards of non-discrimination, the HR Specialist will direct the candidate to disregard the question. Follow-up questions should be kept to a minimum to maintain consistent standards of candidate evaluation throughout the interview process. Any question by the candidate pertaining to conditions of employment, such as salary, benefits, or policy, must be referred to the OHR.
8. ~~Group Discussion:~~ Committee members shall be given an opportunity to discuss each applicant and only that applicant we have determined that this is NOT a best practice after each interview. Comprehensive discussion shall not take place until after all



~~interviews are completed. No discussion of any candidate may take place unless the HR Specialist and all committee members are present. Committee members are encouraged to discuss candidates' fulfillment of job-related criteria in a candid and thorough manner, but shall not discuss specific numeric scores to be given to any candidate. The HR Specialist shall be responsible for ensuring that discussion is limited to job-related criteria.~~

9. ~~Score:~~ Each Committee member is responsible for exercising his or her independent judgment in rating each candidate. ~~Following the Committee's discussion of the candidates, each committee member shall rate independently each candidate using the appropriate form provided by the OHR. At the conclusion of the interviews and any subsequent discussion, each member of the Committee shall enter a final interview score for each candidate, and then calculate the final total score from the appropriately weighted screening and interview scores. The OHR will verify and compile final scores for all candidates.~~

10. ~~Selection of Finalists:~~ After the conclusion of interviews, the Chair and the HR Specialist shall assemble a ranked list of candidates and their final scores. Using this list, the Committee will determine the lowest score to qualify as a preliminary finalist for a second level interview. The committee shall provide job-related reason why an candidate interviewed candidate is not forwarded to the second level for final interviews. Wow—this implies an expectation that anyone invited to interview should be seen by the BOT—  
if that is the expectation, why have the committee at all?

~~The committee shall forward at least three (3) finalists for second level interview. Can the BOT decide to accept fewer?~~

## SECTION VII: REFERENCE CHECKS

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

Is it possible to require letters of reference for the paper screening?



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

~~3. Reference Contacts: The Vice Chancellor, in conjunction with the Chair, will conduct the reference checks and record the information on the appropriate OHR form. The HR Specialist will verify all data on the application.~~

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

### SECTION VIII: SECOND-LEVEL INTERVIEW

~~1. Finalists: The Board of Trustees shall be provided an unranked list of finalists by the Chair, and a report of the final scores for all candidates including job related reason(s) for not forwarding candidates interviewed. So the point of giving all the scores is to provide a guessing game to the BOT?~~

~~2. Second level Interview: The Board of Trustees will interview the finalists for the position. The Board may invite the Chancellor or Board designee committee chair? to participate in the interview process.~~

~~3. Second level Interview Schedule: Finalists shall be given at least five (5) business days' notice of the interview.~~

~~4. Content: The Board may ask any job related questions, may ask follow up questions, and may provide clarification of ambiguous or unclear questions. The HR? Vice Chancellor or designee must review any questions, exercises, or other requirements prior to the interview to ensure compliance with district policies and State and Federal laws and regulations. Can't preview follow-up questions~~

~~5. Substantially Similar Interviews: Although variations are permitted throughout the interview process, the Board shall give each candidate a substantially similar interview of approximately the same duration, involving the same segments and exercises. ?~~

~~6. Additional Interviews: After completing this initial round of second level interviews, the Board of Trustees has the authority to interview additional candidates from the first level~~

~~interview pool in the order of the next highest Search Committee rankings. They weren't given the rankings with names?? Again, if this is the case, why bother with a committee that is a sham?~~

- ~~7. Consultation: The Board may shall? consult with the Chair of the committee after the second level interviews and before any offer of employment is made.~~
- ~~8. Termination of Search: After the completion of all second level interviews, the Board of Trustees may decide to stop the process, at which point the position would be reopened.~~
- ~~9. Board Reference Checks: Following candidate interviews, the Board of Trustees may make further job related reference checks. The Board may conduct site visits.~~
- ~~10. Recommendation for Appointment: Upon selection of the finalist by the Board of Trustees, the Chancellor or Board designee will submit the recommendation to the Office of Human Resources for the offer of employment and presentation to the Board for final approval.~~
- ~~Travel Reimbursement: Reimbursement claims for over 300 miles must be submitted no later than 30 days after the interview. Any reimbursement claim is limited to standard District reimbursement guidelines and shall not exceed \$1500.~~
- ~~11. how do campus visits, open forum presentations, etc fit in here? Or is that "exercises and segments" of a second level interview? Really?~~

# ADMINISTRATIVE REGULATION 4011.6

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## RECRUITMENT: CHANCELLOR

### SECTION I: GENERAL PROVISIONS

1. Preface: The hiring of a highly qualified Chancellor is essential to the mission of the South Orange County Community College District. Therefore, the governing board, with input through this process from administration, faculty and staff, has the responsibility to select a highly qualified Chancellor.
2. Equal Employment Opportunity Policy and Statement: The South Orange County Community College District shall recruit, hire, and promote in all job titles without regard to ethnic group identification, race, color, religion, sex, national origin, ancestry, physical or mental disability, age, medical condition, marital status, military service, sexual orientation, or any other basis protected by law. The District shall comply with the Board of Governors regulations relating to equal employment opportunity. The recruitment and selection process for chancellor shall be accomplished in accordance with Board Policy 4010, Commitment to Diversity.
3. Definitions:
  - Board: The Board of Trustees of the South Orange County Community College District.
  - Board Designee: The Chancellor or an alternate designee to oversee the hiring process.
  - Chair: Chair of the Hiring Committee.
  - Chancellor: The Chancellor of the South Orange County Community College District. The policy also refers to the Chancellor during the process, meaning the current, interim or acting Chancellor.
  - Consultant: The Board Designee may work with a professional consultant to assist with various aspects of the search process.
  - Committee: The Hiring Committee, also known as the Search Committee.
  - District: The South Orange County Community College District.
  - EEO: Equal Employment Opportunity.
  - EEO Representative: The Board Designee will assign a trained Equal Employment Opportunity representative to the committee. This representative may be a voting member.
  - HR Specialist: Human Resources Specialist representative assigned to the job opening.
  - OHR: Office of Human Resources.

- SOCCCD: The South Orange County Community College District.
  - Vice Chancellor: Vice Chancellor, Human Resources, or designee.
4. Confidentiality and Conflict of Interest Statements: The South Orange County Community College District Confidentiality and Conflict of Interest Statements apply to this process.
  5. Compliance: This policy is intended to comply fully and be interpreted in a manner consistent with all applicable state and federal laws and regulations, including but not limited to the Board of Governor's equal employment opportunity regulations. Any provision of this policy that directly conflicts with any applicable state or federal law or regulation may be disregarded and a procedure that complies with the superseding authority shall be developed by the Chancellor and substituted until the Board may adopt a formal amendment to this policy.
  6. Oversight: Normally, the current, Chancellor will provide oversight of the hiring process as the Board Designee. However, the Board may appoint an alternate designee, as appropriate, to insure avoidance of any conflict of interest. The Board Designee, with the assistance of the OHR, oversees the implementation of the hiring process and the activities of the hiring committees as they exercise their duties, specifically to ensure that actions of hiring committees are consistent with both the written stipulations and the intentions of this policy.

It is the responsibility of the Board Designee, to ensure the integrity of the hiring process established by this policy. If, in the judgment of the Board Designee, the integrity of the process described herein has been substantially violated or abused, the Board Designee, may order that the process be suspended, pending determination of an appropriate action in consultation with the OHR and the Board President.

7. Interpretation: Technical questions and minor problems will ordinarily be resolved by the HR Specialist in consultation with the OHR. In the event that a question of the procedural interpretation of this policy arises and cannot be resolved by the HR Specialist, the question shall be submitted in writing to the Board Designee via the OHR.

If in the judgment of the HR Specialist, the Chair, or Board Designee, a problem of interpretation occurs which threatens the viability or integrity of a Committee's duties as described herein, all parties shall be immediately notified, and the hiring process may be suspended pending resolution of the problem. The Board Designee, in consultation with OHR, shall attempt to resolve any problem or difference of interpretation of this policy.

8. Exceptions: The Board Designee, in consultation with the OHR, may reduce or extend the time period for any step established in this policy. Such exceptions shall be as narrow as possible to address, in a reasonable manner, the unusual circumstances posed. In the event of such an alteration to the process as described herein, the Board Designee will notify the OHR in writing, stating the unusual circumstances necessitating the extension or exception.

## SECTION II: RECRUITMENT

1. When the need for hiring a new Chancellor is determined and recommended by the Board of Trustees, and upon the Board's approval, a Request to Announce Form is completed and submitted to the OHR by the Board Designee.

2. The Board of Trustees may employ a consultant to assist with the Chancellor Search process. The Board Designee will ensure that all proper procurement procedures are followed to contract with the Consultant, as appropriate.
3. Job Announcement Content: The job announcement will determine the screening criteria for review of applicant files. Care must be taken to ensure accurate and job-related criteria. It shall contain at a minimum:
  - a. Opening and closing dates
  - b. Summary of duties and responsibilities
  - c. Minimum qualifications
  - d. Desirable qualifications
  - e. Application requirements and procedures
  - f. Special testing, if applicable
  - g. Submission of materials, if required
  - h. EEO Statement
4. All openings will be advertised through the OHR. The Consultant may work with the Board Designee on additional marketing, if needed.
5. When the position is opened, it will be announced by the OHR with sufficient time to advertise the position. This should normally be a minimum of 50 days, unless otherwise requested by the Board Designee.
6. Announcement brochures or other marketing materials will be distributed to appropriate professional sources. A website may be developed for the search.
7. Termination of Search: At any time during the recruitment, the Board of Trustees may decide to stop the process and reopen the position. This could include rewriting the announcement, position description, and reconsideration of Board expectations.

### SECTION III: APPLICATION PROCESS

1. Submission: Applications, resumes, and other required materials are accepted only by OHR via the District's online employment site or by Consultant, if so contracted.
2. Application Period: The application period may be for a set period or "open until filled." In the case that a position is "open until filled," screening may not begin until at least 50 days after advertising has appeared in some public forum. The initial screening date shall be indicated clearly in an "open until filled" job posting. In the case where a position is "open until filled," applications submitted fewer than two working days prior to the beginning of the screening process may be excluded from consideration.
3. Application Period Extension: At the recommendation of the search committee or Board Designee, the application period may be extended in situations such as there are too few minimally qualified applicants. The Board Designee will confer with the search committee before making the final decision to extend the application period to determine the length of the extension.

#### SECTION IV: SEARCH COMMITTEE

1. The Board Designee shall appoint the Search Committee according to the criteria established below:
  - a. The Search Committee shall consist of no more than 13 and no fewer than seven voting members.
    - i. The Board Designee will select up to seven administrators and managers. The Board Designee also will appoint the Search Committee Chair
    - ii. Each Academic Senate will select one faculty member for a total of two on the committee
    - iii. The South Orange County Community College District Faculty Association will select one faculty member
    - iv. Two members of the classified staff:
      1. The California School Employees Association Chapter 586 (“CSEA”) will select the first classified employee
      2. The second appointment will be made jointly by the Classified Senates
    - v. The Police Officers Association (“POA”) will select one of its members
  - b. EEO Representative: The EEO Representative shall be appointed by the Board Designee in consultation with OHR and may be replaced as necessary by another qualified staff member.
2. Orientation: OHR shall conduct an orientation meeting to explain roles, duties, expectations, timelines, and the hiring process to the Committee members. At this time, the Committee will commit to a schedule. All members must also sign a Confidentiality and Conflict of Interest Statement that stresses the importance of the confidentiality of the search.
3. Proportional Values: At the Orientation, the Committee will assign the proportional value given to the application and interview components.
4. Duration and Criteria: Before screening commences, the Committee shall determine the length of and the criteria for evaluating each interview. The Committee shall establish the criteria to be used in screening the applications and selecting the applicants to be interviewed. The screening criteria shall be job related, based on the position description, and based on the District hiring policy.
5. Method of Screening Evaluation: Prior to commencement of paper screening, the Committee shall decide upon the method of screening evaluation to support participation of all Committee members in a discussion to select candidates for interview (Section V.6), viz. numerical ratings based on an agreed-upon rubric or qualitative notations and ranking.
6. Interview Questions: OHR and/or the consultant(s) may provide sample questions at the request of the Chair for Committee consideration. All questions and other requirements must be kept confidential throughout the process. The Committee will develop and forward to OHR and Board Designee for review a list of interview questions to be asked of each candidate, as well as any exercise, presentation, or other requirements. The finalized list of

questions and requirements shall be provided to OHR at least 15 business days prior to the first scheduled interview.

All questions and other requirements shall be job-related and composed with the intent of evaluating the candidate's knowledge and abilities in relation to the minimum and desirable qualifications as published in the formal job announcement. The Chair will be provided with the OHR reviewed list of questions and other requirements if applicable at least 10 business days before the interview. The Chair will confirm that the questions are finalized prior to five days before interviews are held.

6. Participation: Committee members are expected to be available as necessary for Committee functions, to participate fully in all required meetings and related Committee responsibilities, and to complete screening functions in a timely manner. Any member who fails to complete screening in a timely manner, or who misses Committee meetings, may be subject to removal by the Board Designee after consultation with the Chair and the OHR. The scores or ratings of a Committee member who withdraws prematurely or is removed will not be counted in the uncompleted phase or section of the process.

In the event that a committee member withdraws or is removed from the Committee, the Board Designee may appoint a replacement member using the same criterion as was used to appoint the lost member (Section IV.2).

In the event that the Search Committee membership falls below the required minimum number of members, the Board Designee, after discussion with the OHR, shall determine whether to restart the hiring process, appoint a replacement Search Committee member, or continue the hiring process with fewer than the minimum number of committee members. A replacement member can be appointed up until the interviews commence.

## SECTION V: SCREENING PROCESS

1. Determination of Application Completeness: OHR will review applications for completeness prior to determining minimal qualifications. OHR will send at least one informative email to candidates with incomplete applications, including the nature of the missing or incomplete materials, with a date by which to complete their materials.
2. Determination of Minimum Qualifications: OHR will screen all applicants for minimum qualifications as specified in the official announcement before submission to the Search Committee, thereby determining applicants who will be screened and eligible for interviewing. The Search Committee Chair has the option to be involved in the minimum qualification screening process. Assistance may be provided by the Consultant and/or the Board Designee.
3. Review of Application Materials: The review of application materials is conducted on the District's employment site by each individual committee member.
4. Evaluation of Application Materials (Screening): The Search Committee may not begin to review applications until the appropriate application period has elapsed. At the Orientation meeting or subsequent meeting, the Search Committee in consultation with the HR Specialist shall specify the time during which the application materials shall be available. In the case

of an “open until filled” posting, if the Board Designee determines to extend the application period (Section III.3), the screening period shall be adjusted accordingly.

5. Scoring: Each application shall receive an independent evaluation according to job-related criteria by each member of the Search Committee. The Search Committee members shall evaluate each applicant.
6. Recommendation of Candidates for Interview - Ranked: The committee will convene to discuss the screening evaluations. If the committee has decided to use rating scores, these will be employed to develop a draft ranked list. If the Committee had decided (Section IV.5) to employ a qualitative or non-numerical methodology, each committee member shall present and discuss the applicants he or she would recommend for interview.

When all candidates of interest have been identified, either by score or presentation, the Committee shall have the opportunity to discuss the merits of the identified candidates and agree upon the names of candidates to be interviewed. If, in the case of recorded numerical scores, any committee member wishes to adjust their score, this request shall be honored so that the record reflects the final disposition of the member’s evaluation. The final ranked list may differ from the initial draft list, based on committee discussion. OHR will use this final ranked list to contact candidates for interviews. The Chair will send the list of the candidates to be interviewed to OHR immediately after the meeting.

7. Internal Applicants: The Chair of the Search Committee shall notify any internal applicants who did not receive an interview.
8. Site: After consultation with the Chair, arrangements will be made for the interview location. The Board Designee and Consultant may coordinate an alternate off-campus site location for the interview location.
9. Interview Scheduling: The OHR or Consultant, if so contracted, shall schedule selected candidates for a first-level interview, according to the schedule adopted by the Search Committee, giving them at least five business days notice of the interview, and affording each sufficient time for interviews of approximately equal length. Exceptions to the five-day notice may be granted by the Board Designee.
10. Search Committee Names: At the time of interview scheduling, candidates will be provided with a list of the names and titles of the Search Committee members.
11. Travel Reimbursement: Reimbursement claims must be submitted no later than 30 days after the interview. Any reimbursement claim is limited to standard District reimbursement guidelines and shall not exceed \$3500. Exceptions may be granted by the Board Designee.

## SECTION VI: INTERVIEW PROCESS

1. Materials: At the beginning of interviews, applicant packets shall be made available to the Search Committee. Each member of the Search Committee will receive a schedule of interviews, and the interview questions.
2. Set Time: Each applicant shall be afforded the opportunity to have an interview of approximately equal length.



3. Interview Questions: Candidates may have the interview questions in front of them to refer to during the interview.
4. Supplemental Interview Assessment: The candidate may be asked to provide one or more interview assignments such as a writing exercise or presentation, in response to questions provided to the candidate by the Search Committee before the interview.
5. Interview Questions: Each candidate will be asked the same interview questions in the same order.
  - a. During the interview, follow-up questions may be asked to clarify or further investigate a response given by a candidate; by their nature, these may differ for individual candidates, as appropriate to ensure that each candidate is given the opportunity to clarify or expand an answer. If, in the judgment of the EEO Representative, a follow-up question violates standards of non-discrimination, the EEO Representative will direct the candidate to disregard the question.
  - b. Any question by the candidate pertaining to conditions of employment, such as salary, benefits, or policy, must be referred to the OHR.
6. Group Discussion: Search Committee members shall be given an opportunity to discuss each applicant after each interview, including comparing a candidate to preceding candidates. Comprehensive discussion shall take place after all interviews are completed. No discussion of any candidate may take place unless the EEO Representative and all committee members are present. Search Committee members are encouraged to discuss candidates' fulfillment of job-related criteria in a candid and thorough manner. The EEO Representative and Chair shall be responsible for ensuring that discussion is limited to job-related criteria based on the candidate's materials provided (application, resume, presentation, additional assessment assignments, etc.), and their interview.

Each Search Committee member is responsible for exercising his or her independent judgment in rating each candidate.
7. First Level Background Checks: Preliminary background check information will be provided to the search committee prior to their final deliberation / recommendations of finalists. This information may include reference checks, verified internet search or other publicly available information. OHR and / or the consultant may provide this information. Individual committee members are discouraged from doing their own internet searches.
8. Selection of Finalists: After the conclusion of interviews, the Chair shall facilitate the discussion to determine which candidates the Committee agrees should be forwarded to the next level of the recruitment process:
  - a. After the Committee has deliberated and arrived at a list of candidates potentially viable to be forwarded to second level interview, the results of an initial background check of any candidates that might be forwarded (By OHR and/or consultant), shall be shared with the Committee. This information should include at a minimum:
    - i. Information from contacted references
    - ii. Relationships to candidate of references
    - iii. Validated information from other sources

- iv. Internet searches or other public information
- b. Following further deliberation, including the disclosures listed above the Committee shall agree upon the number of applicants on the list to be recommended for the second level for final interviews.
  - i. The committee shall attempt to forward at least three (3) finalists for second level interviews based upon committee consensus
  - ii. However, if in the Committee's determination, according to the process described above, there are fewer than three (3) qualified candidates, the committee may forward fewer than three (3) finalists. Any candidate forwarded for a second-level interview is recommended for employment without reservation by the Committee.

The committee shall provide job related reason why a candidate interviewed is not forwarded to the second level for final interviews.

## SECTION VII: REFERENCE CHECKS

1. Timing: Official reference checks, in accordance with the OHR Guidelines, will be performed prior to the submission of the recommended candidates to the Board Designee for second level interviews. Reference checks may be conducted by a consultant.
2. Required Professional References: Each applicant will be asked to provide at least three references as determined by the Board Designee when composing the announcement, for example:
  - a. Current supervisor(s);
  - b. Previous supervisor (from the past five years);
  - c. Colleague/co-worker who can address professional competency and appropriate practical skills;
  - d. Faculty references / academic senate;
  - e. Leadership group(s) representative(s);
  - f. Other professional references

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

3. Reference Contacts: The OHR, Board Designee and/or Search Consultant, will conduct the reference checks and record the information. Reference checking may include deeper level of background checking and examination of public records and information.

Each reference for each finalist may be asked similar questions about that finalist, and shall be asked whether he or she can recommend the finalist in question without reservation, and, if not, to specify these reservations. Additional appropriate questions may be allowed based on the context of each candidate's specific background or experience, as well as the relationship between the candidate and the reference. The reference checker(s) shall ask no

question that is impermissible under applicable laws prohibiting discrimination in employment, or that seeks information unrelated to the qualifications for the position.

#### SECTION VIII: SECOND-LEVEL INTERVIEW

1. Finalists: The Board of Trustees shall be provided a list of finalists and a report of candidates' evaluations by the committee.
2. Second-level Interview: The Board of Trustees will interview the finalists for the position. The Board may invite the Board Designee, Chair or others to participate in the interview process. The Consultant may assist in this process, if desired by the Board.
3. Second-level Interview Schedule: Finalists shall be given at least five (5) business days notice of the interview. Additional sessions for finalists may be scheduled such as public forums, interviews with different constituent groups, along with campus tours. Evaluation forms from these additional sessions will be provided to the Board and taken into account before the final decision is made.
4. Content: The Board may ask formal job-related questions, may ask follow-up questions, and may provide clarification of ambiguous or unclear questions. The Board Designee and/or EEO Representative must review any questions, exercises or other requirements prior to the interview to ensure compliance with district policies and State and Federal laws and regulations. The Board may have informal unscripted discussions with the candidates, as well.
5. Substantially Similar Interviews: Although variations are permitted throughout the interview process, the Board shall give each candidate a substantially similar interview of approximately the same duration, involving the same segments and exercises.
6. Consultation: The Board may consult with the Board Designee, Chair of the Committee, the Search Committee, and Consultant after the second-level interviews and before any offer of employment is made.
7. Follow Up Interviews: The Board may choose to have follow up interviews with one or more of the finalists.
8. Board Reference Checks: The Board of Trustees may request further, more in depth reference and background checks at any point during the recruitment. The Board and/or members of the Search Committee, at the request of the board, may conduct site visits.
9. Recommendation for Appointment: Upon selection of a candidate by the Board of Trustees, the Board President and/or Board Designee may make the initial offer of employment. The Board Designee will submit the recommendation to the Office of Human Resources. Contract negotiations will be coordinated with the Board Chair, OHR and the Board Designee. The appointment will not be considered final until there is a fully executed employment agreement and the Board of Trustees at a regularly scheduled board meeting has ratified the agreement.

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Board Policy Revision: BP-5613 Transcripts, BP-5626 Independent Study

**ACTION:** Approval

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### **BACKGROUND**

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

### **STATUS**

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on September 14, 2017 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

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

# BOARD POLICY

# 5613

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## TRANSCRIPTS

Each student who completes work at the college is entitled to two copies of transcripts or two verifications without charge. Additional copies may be obtained at a reasonable charge as stated in the college catalogs and other electronic publications.

### *Reference:*

*California Education Code, Section 76223*

Revised: 5-15-89

Revised: 4-26-99

Revised: 8-30-04

Revised: 1-31-05

Revised: 5-23-11

# BOARD POLICY

5626

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## INDEPENDENT STUDY

Students may be permitted to enroll in an independent study course when it has been demonstrated that the student can profit from such a course. A student may earn no more than nine (9) units in independent study at the college.

### *Reference:*

*Title 5, Sections 55230-55240, 55300 and 58003.1 et seq.*

**TO:** Board of Trustees

**FROM:** Dr. Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Agreement for Quality Assurance and User Experience Services, eNamix

**ACTION:** Approval

---

### **BACKGROUND**

To support new software projects for FY 2017-2018, the District is in need of expertise in the area of specialized quality assurance (QA) and user experience (UX) services. The QA process is responsible for the testing and verification of new software development and a UX consultant designs intuitive user interfaces for our systems. eNamix provides these services and is familiar with IT's development efforts, particularly the My Academic Plan (MAP) and SmartSchedule systems.

eNamix is a recommended and approved firm from the Information Technology Consultant Pool which was approved at the September 2017 board meeting.

### **STATUS**

District IT is proposing that eNamix assist by providing QA and UX services in support of the MAP Enhancements, SIS Enhancements, SmartSchedule and Student Success Roadmap projects.

The professional fees for these services will be based on time spent at the hourly rates outlined in the chart below:

Exhibit A	UX	\$93/hour	\$140,616.00
Exhibit B	SIS QA	\$100/hour	\$151,200.00
Exhibit C	MAP QA	\$88/hour	\$133,056.00

Funding for these software development services is provided by the basic aid project allocation approved at the June 2017 board meeting.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the agreements for quality assurance and user experience services with eNamix, EXHIBITS A, B and C for a total amount not to exceed \$424,872.00 from December 1, 2017 to August 31, 2018.

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



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

**eNamix, Inc**

**December 1, 2017 TO August 31, 2018**

This Independent Contractor / Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and **eNamix, Inc** ("Contractor"), a California Corporation. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work"):

**User Experience (UX) services on the SmartSchedule 2.0, Student Success Roadmap, and other SIS projects as needed.**

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on December 1, 2017, and shall continue in full force and effect thereafter until and including August 31, 2018 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$93/hour for a total of \$140,616.00 Dollars (\$One hundred, forty thousand and six hundred sixteen ("Contract Amount"). Additional details: **[INSERT DETAILS OF COMPENSATION OR REFERENCE AS AN ATTACHMENT]**.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, **if applicable, District-authorized** Expenses incurred during the billing period. All **District-authorized** Expenses shall be documented **with original receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento,



California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

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**(Click to select):** ☐ CalSTRS ☐ CalPERS Retired: [RETIEMENT DATE] [AGENCY RETIRED FROM]

9. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

10. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

11. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

12. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor

only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

13. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

14. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

15. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

17. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

19. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

20. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

21. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

22. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

23. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

24. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

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

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

District: South Orange County Community College District  
Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4664  
[dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

Contractor: eNamix, Inc  
**John Jeltema, President**  
**15707 Rockfield Blvd, #150**  
**Irvine, CA 92618**  
**949-916-9810**  
[johnj@enamix.com](mailto:johnj@enamix.com)

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

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

28. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

29. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

30. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

31. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

32. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of

this Agreement.

33. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

34. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

35. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

36. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: John Jeltema

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

Print Title: President

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

Date:

Date:

District's Board of Trustee's

Approval/Ratification Date: 10/30/2017

Initiating Department:

District IT

Contact Name:

Jim Gaston

Contact Phone & Email:

949-582-4336; jgaston@socccd.edu



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

**eNamix, Inc**

**December 1, 2017 TO August 31, 2018**

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

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**Quality assurance (QA) services in support of the SIS Enhancements projects including participation in design teams and working with the user community as needed to deliver projects on time and of high quality. QA services on other SIS projects as needed.**

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

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- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

12. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

13. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

14. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

15. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

17. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

19. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

20. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

21. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the



implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

22. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

23. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

24. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

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

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

District: South Orange County Community College District  
Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4664  
[dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

Contractor: eNamix, Inc  
**John Jeltima, President**  
**15707 Rockfield Blvd, #150**  
**Irvine, CA 92618**  
**949-916-9810**  
[johnj@enamix.com](mailto:johnj@enamix.com)

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

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

28. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

29. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

30. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

31. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.



32. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

33. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

34. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

35. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

36. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: John Jeltema

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

Print Title: President

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

Date:

Date:

District's Board of Trustee's

Approval/Ratification Date: 10/30/2017

Initiating Department:

District IT

Contact Name:

Jim Gaston

Contact Phone & Email:

949-582-4336; jgaston@socccd.edu



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

**eNamix, Inc**

**December 1, 2017 TO August 31, 2018**

This Independent Contractor / Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and **eNamix, Inc** ("Contractor"), a California Corporation. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work"):

**Quality assurance (QA) services in support of the MAP Enhancements and SIS Enhancements projects including participation in design teams and working with the user community as needed to deliver projects on time and of high quality. QA services on other SIS projects as needed.**

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on December 1, 2017, and shall continue in full force and effect thereafter until and including August 31, 2018 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$88/hour for a total of \$133,056.00 Dollars (\$One hundred, thirty-three thousand and fifty-six ("Contract Amount"). Additional details: **[INSERT DETAILS OF COMPENSATION OR REFERENCE AS AN ATTACHMENT]**.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, **if applicable, District-authorized** Expenses incurred during the billing period. All **District-authorized** Expenses shall be documented **with original receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California

Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

8. Public Retirement System Retirees. Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).

**(Click to select):** ☐ CalSTRS ☐ CalPERS Retired: [RETIEMENT DATE] [AGENCY RETIRED FROM]

9. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

10. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

11. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

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implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

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

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District: South Orange County Community College District  
Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4664  
[dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

Contractor: eNamix, Inc  
**John Jeltima, President**  
**15707 Rockfield Blvd, #150**  
**Irvine, CA 92618**  
**949-916-9810**  
[johnj@enamix.com](mailto:johnj@enamix.com)

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

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

28. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

29. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

30. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

31. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

32. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

33. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

34. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

35. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

36. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: John Jeltema

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

Print Title: President

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

Date:

Date:

District's Board of Trustee's

Approval/Ratification Date: 10/30/2017

Initiating Department:

District IT

Contact Name:

Jim Gaston

Contact Phone & Email:

949-582-4336; jgaston@socccd.edu

**TO:** Board of Trustees  
**FROM:** Debra L. Fitzsimons, Interim Chancellor  
**RE:** SOCCCD: Academic Personnel Actions – Regular Items  
**ACTION:** Ratification

---

**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic personnel actions as shown in Exhibit A.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

#### A. NEW PERSONNEL APPOINTMENTS

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bailey, Jamie	Equivalency	Medical Asst./SC	1	09/12/17
Bergquist-Turori, M.	BA/Radio-TV-Film	Comm Arts/SC	1	01/16/18
<sup>1</sup> Billingsley, William	Equivalency	Humanities/SC	7	08/21/17
Bispo, Louis	MA/Illustration Design	Graphic Design/SC	2	01/16/18
<sup>2</sup> Cavazzi, Deidre	Equivalency	Humanities/SC	7	08/21/17
Chun, Gina	MA/Edu - TESOL	Lrng Asst.Prgm/IVC	5	08/21/17
Crespo, Ricardo	MA/Int'l Relations	Political Sci./IVC	2	01/16/18
<sup>3</sup> Donelson, Susan	MA/Public Health	Emeritus/SC	5	08/21/17
Gibson, Lela	PhD/History	History/IVC	5	01/16/18
Haghighat, Hannah	MA/Comm. Studies	Speech/SC	2	01/16/18
Hess, Lauren	Equivalency	Kinesiology/IVC	2	09/11/17
Lopp, Mari	MA/Literature	English/SC	2	10/20/17
<sup>4</sup> Lovett, Margot	Equivalency	Humanities/SC	7	08/21/17
Marquez, Evelyn	Equivalency	DSPS/SC	2	08/21/17
Pak, Joseph	Equivalency	Humanities/SC	5	08/21/17
<sup>5</sup> Polloczek, Paul	Equivalency	Humanities/SC	7	08/21/17
<sup>6</sup> Rosenberg, Alannah	Equivalency	Humanities/SC	7	08/21/17
Shraddha, Shah	BA/Science	Medical Lab Tch/SC	1	08/21/17
Woods, David	MA/English	English/SC	2	01/16/18

#### B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College faculty members be compensated as indicated below for the 2017/2018 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Alvarez, Lisa	Summer Hiring Work 2	\$99.90	08/07/17-08/08/17
DeRoulet, Daniel	Summer Hiring Work 1	\$79.92	08/07/17-08/08/17
Hernandez, Jerry	Co-Chair, Kinesiology, Health/Ath 1	\$3,073.50	01/09/18-05/24/18
Pestolesi, Thomas	Co-Chair, Kinesiology, Health/Ath 2	\$3,073.50	01/09/18-05/24/18
<b>Total for Month: General Fund/IVC</b>		<b>6,326.82</b>	
<b>2017-2018 IVC FISCAL YEAR TOTAL TO DATE</b>		<b>\$134,641.52</b>	

<sup>1</sup> Current Full-time World History Instructor as Saddleback College

<sup>2</sup> Current Full-time Dance Instructor as Saddleback College

<sup>3</sup> Current Associate Director of Adult Education at Saddleback College

<sup>4</sup> Current Full-time History Instructor as Saddleback College

<sup>5</sup> Current Full-time English Composition Instructor at Saddleback College

<sup>6</sup> Current Full-time Economics Instructor at Saddleback College



2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2017/2018 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Freshwater-M. L.	Online Educator Program	\$463.00	08/21/17-12/20/17
Myhren, Brett	Online Educator Program	\$463.00	08/21/17-12/20/17
Pakula, Jennifer	Online Educator Program	\$463.00	08/21/17-12/20/17
<b>Total for Month: General Fund/Saddleback College</b>		<b>\$1,389.00</b>	
<b>2017-2018 SC FISCAL YEAR TOTAL TO DATE</b>		<b>\$286,740.32</b>	

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

1. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2017/2018 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Allah, Nancy	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Andre, Joy	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Antoun, Rachel	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Barlow, Daniel	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Beiner, Marita	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Bird, Chrissy	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Black, Janine	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Bogusiewicz, K.	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Bowman, Donald	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Brooks, Kristine	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Brunner, Janelle	BSI Eng. 390 Training F17	\$205.80	08/25/17-08/25/17
Budica, Jessica	BSI Eng. 390 Training F17	\$205.80	08/25/17-08/25/17
Budica, Jessica	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Bumbesti, Mircea	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Burokas, Nina	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Busick, Elizabeth	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Cervantes, Rebecca	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Contreras, Monica	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Cuthbertson, Denise	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Donaldson, Lindsay	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Dorin-Watkins, C.	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Druce, Sharon	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Faulk, John	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Fredrickson, Scott	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Futami, Kimberly	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Gonzalez, Sara	BSI Eng. 390 Training F17	\$205.80	08/25/17-08/25/17
Gordon, Sara	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Goulding, Carrie	BSI Eng. 390 Facilitator F17	\$205.80	08/25/17-08/25/17
Goulding, Carrie	BSI F17 Co-Chair 17/18	\$2,049.77	08/21/17-12/13/17
Heinzen, Rebecca	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Hinman, Gretchen	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Hodjera, Eva	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17

Hoggatt, Mandy	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Hong, Song	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Howell, Brian	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Hunt, Matt	BSI Eng. 390 Training F17	\$205.80	08/25/17-08/25/17
Hurtado, Alejandra	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Inman-Olinger, Alex	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Jefferies, Dorothy	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Jenkins, Tina	PD AHE Practicum- Fall 2017	\$1,132.72	08/14/17-12/20/17
Jennison, Elizabeth	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Jimenez, Laura	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Kaefer, Ken	BSI Eng. 390 Training F17	\$205.80	08/25/17-08/25/17
Lively, Brian	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Lu, Jianhua	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Luke, Gary	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Mackie, Linda	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
McDermott, Kim	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Moinfar, Donna	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Morain, Janice	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Moussatche, Sierra	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Murray, Peter	PD AHE Practicum- Fall 2017	\$1,132.72	08/14/17-12/20/17
Myhren, Brett	BSI Eng. 390 Training F17	\$205.80	08/25/17-08/25/17
Orliczky, Kimberly	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Pfeiler, Donna	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Podolak, Mark	Golf Cart Wrap	\$987.00	09/01/17-09/30/17
Reeves, Megan	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Sauter, Brooke	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Sauter, Mike	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Scarfone, Femia	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Signo-Jackson, Janet	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Smith, Kathryn	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Sommerville, Nancy	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Staley, Deborah	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Sundaram, Renuka	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Tomlinson, Kristen	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Toscano, Laura	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Ventura, Janet	AHE Practicum- Fall 2017	\$370.44	09/08/17-11/17/17
Voisard, Norbert	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Wetlesen, Sandra	AESL Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Whynaught, Jeffrey	BSI ITL Workshop S17	\$159.84	03/03/17-03/30/17
Zaino-Hall, Rebecca	AEWD Faculty Professional Dev.	\$500.00	08/14/17-12/20/17
Zemanek, Erika	BSI ENG 390 Training F17	\$205.80	08/25/17-08/25/17
<b>Total for Month: Non-General Fund/Saddleback College</b>		<b>\$34,776.37</b>	
<b>2017-2018 IVC FISCAL YEAR TOTAL TO DATE</b>		<b>\$142,391.24</b>	

**D. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. FITZSIMONS, DEBRA, ID#: 018094, Interim Chancellor, Position #P0009478, Board of Trustees, District Services (Permanent position-Vice Chancellor, Business Services, Office of the Chancellor, District Services, Position #P0004587), resignation effective December 29, 2017. Payment is authorized for any compensated time off. (Start date: June 15, 2011).
2. RANE-SZOSTAK. DONNA, ID#: 017006, Dean Health Sciences and Human Services, Position #P0003948, Health Sciences and Human Services, Saddleback College, resignation effective December 29, 2017. Payment is authorized for any compensated time off. (Start date: August 1, 2009.)
3. WERLE, KATHY, ID#: 017918, Vice President for Instruction, Position #P0004580, Office of the President, Saddleback College, resignation effective December 29, 2017. Payment is authorized for any compensated time off. (Start date: January 3, 2011.)

**TO:** Board of Trustees  
**FROM:** Debra Fitzsimons, Interim Chancellor  
**RE:** SOCCCD: Classified Personnel Actions – Regular Items  
**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. <sup>1</sup>AVILA, JUAN is to be employed as Custodian, Pos. #P0007018, Night Facilities Operations, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective September 25, 2017. This is a new position ratified by the Board of Trustees on October 26, 2015.
- b. BRADY, MARY ANTOINETTE is to be employed as Risk Manager, Pos. #P0004599, Business Services, District Services, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 15, Step 1, 40 hours per week, 12 months per year, effective October 30, 2017. This is a replacement for Maureen Oliver.
- c. CENZER, JORDAN is to be employed as Custodian, Pos. #P0005170, Night Facilities Operations, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective October 2, 2017. This is a new position ratified by the Board of Trustees on February 23, 2015.
- d. DORMAN, JOSHUA is to be employed as Research and Planning Analyst, Categorical, Pos. #P0006699, Research, Planning and Accreditation, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 138, Step 3, 40 hours per week, 12 months per year, effective October 16, 2017. This is a replacement for Jared Lessard.
- e. ESLAMI, ZAHRA is to be employed as Accounting Specialist, Pos. #P0004073, Accounting, District Services, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective October 9, 2017. This is a replacement for Judith Hayenga.
- f. <sup>2</sup>FEIGERT, JAMES is to be employed as Registrar, Pos. #P0004597, Division of Admissions, Records and Enrollment Services, Saddleback College, Academic Administrator and Classified Administrators/Managers Salary Schedule Range 14, Step 1, 40 hours per week, 12 months per year, effective October 3, 2017. This is a replacement for Joyce Semanik.
- g. SHERMAN, ROCKY is to be employed as Athletic Equipment Specialist/Driver, Pos. #P0002783, Division of Kinesiology and Athletics, Saddleback College, Classified Bargaining Unit Salary Schedule Range 121, Step 3, 40 hours per week, 12 months per year, effective September 25, 2017. This is a replacement for James Fagan.

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<sup>1</sup> Related to Maria Lopez, International Student Program Specialist, Irvine Valley College.

<sup>2</sup> Correcting hire date. Presented to the Board of Trustees on September 25, 2017 with hire date as October 2, 2017.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start Date</u>
Bright, Kathleen	Accounting Specialist/DS	27.23	09/01/17-06/30/18
Rubio, Richard	Custodian/SC	19.27	09/01/17-06/30/18
Shekhalevich, Anton	Accounting Specialist/DS	27.23	09/25/17-06/30/18

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 academic year**, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Abel, Kingsley	Clerk/SC	16.00	08/29/17-06/30/18
Conkey, Charles	Coaching Aide/SC	25.00	08/28/17-06/30/18
Contreras, Cesar	Adapted Kinesiology Aide/SC	12.50	09/27/17-06/30/18
Doran, Marisa	Coaching Aide/IVC	25.00	09/01/17-06/30/18
Favreau, John	TMD/IVC	20.00	09/21/17-06/30/18
Flynn, Mackenzie	Coaching Aide/SC	25.00	09/21/17-06/30/18
Gardner, Keith	TMD/IVC	12.50	09/01/17-06/30/18
Gutierrez, Austin	Adapted Kinesiology Aide/SC	12.50	09/27/17-06/30/18
Hess, Lauren	Coaching Aide/IVC	25.00	09/11/17-06/30/18
Hunt, Kyle	Coaching Aide/IVC	25.00	09/25/17-06/30/18
Lyles Reed, LaMaiyah	Clerk/IVC	12.00	09/15/17-06/30/18
Morel, Jerald	Coaching Aide/IVC	25.00	09/01/17-06/30/18
Ortiz, Julia	Child Dev. Center Aide/SC	11.50	08/31/17-06/30/18
Pellegrino, Alexandria	Coaching Aide/IVC	25.00	09/05/17-06/30/18
Rindshoj, Marley	TMD/SC	11.50	07/01/17-06/30/18
Smets, Meredith	Clerk/IVC	11.50	09/26/17-06/30/18
Steward, Daniel	Coaching Aide/SC	25.00	09/21/17-06/30/18
Susnjara, Anthony	Coaching Aide/IVC	25.00	09/11/17-06/30/18
Zeno, Lance	Coaching Aide/SC	25.00	09/05/17-06/30/18

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2017/2018 academic year**.

<u>Name</u>	<u>Start/End Date</u>
Abbasinik, Mana	08/15/17-06/30/18
Abulaban, Rami	09/21/17-06/30/18
Almero, Ronald	09/18/17-06/30/18
Benice, Olivia	08/15/17-06/30/18
Brooks, Hanna	08/15/17-06/30/18
Callender, Bryce	09/05/17-06/30/18
Choy, Zi Yang	08/15/17-06/30/18

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2017/2018 academic year**.

<u>Name</u>	<u>Start/End Date</u>
Collins, Tanner	08/18/17-06/30/18
De Jesus, Kayla	08/15/17-06/30/18
DeMonte, Matteo	08/15/17-06/30/18
Donnelly, Cole	08/15/17-06/30/18
El Rayess Naime, Omar	08/15/17-06/30/18
Escobar Flores, Isabel	08/15/17-06/30/18
Farahbod, Nahid	08/15/17-06/30/18
Feiz, Kamyar	08/15/17-06/30/18
Ferencik, Brandon	08/29/17-06/30/18
Flores, Jesse	08/15/17-06/30/18
Geiser, Theresa	08/31/17-06/30/18
Gore, Carsen	08/29/17-06/30/18
Grass, Ruth	08/15/17-06/30/18
Hateley, John	08/15/17-06/30/18
Heidarpour, Pedram	08/15/17-06/30/18
Helm, Elena	08/25/17-06/30/18
Hosseini, Mohammadsafa	09/15/17-06/30/18
<sup>3</sup> Idris, Abdelrahman	08/15/17-06/30/18
Jafarian Jegheh, Negar	08/25/17-06/30/18
Kent, Alexander	08/15/17-06/30/18
Medina, Marissa	08/15/17-06/30/18
Nhek, Nathan	09/13/17-06/30/18
Popovich, Sophia	08/15/17-06/30/18
Rausch, Jack	08/15/17-06/30/18
Sabet, Donna	09/25/17-06/30/18
Salazar, Juan	08/15/17-06/30/18
<sup>4</sup> Strong, Margarette	08/15/17-06/30/18
<sup>4</sup> Strong, Mark	08/15/17-06/30/18
Sutton, Caitlin	08/15/17-06/30/18
Tabuchi, Haruka	08/15/17-06/30/18
Thantrakul, Karen	08/15/17-06/30/18
Villamil Perez, Dalia	08/15/17-06/30/18
Walker-Mendez, Sean	08/15/17-06/30/18

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<sup>3</sup> Related to Mohamed Idris, Tutor, Saddleback College and Nehal Idris, Student Help, Saddleback College.

<sup>4</sup> Margarette and Mark are related.

**A. NEW PERSONNEL APPOINTMENTS**

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Alrayes, Samer	Tutor/SC	12.00	08/15/17-06/30/18
Azam, Muhammad	Tutor/SC	12.00	08/15/17-06/30/18
Craib, Jennifer	Clinical Skills Specialist/SC	30.00	07/01/17-06/30/18
Damyar, Kimia	Tutor/SC	12.00	08/15/17-06/30/18
Ensor, Anja	Tutor/SC	12.00	08/15/17-06/30/18
Evans, Mark	Tutor/SC	12.00	08/29/17-06/30/18
Feist, Keith	Tutor/SC	12.00	08/18/17-06/30/18
Fusco, Michael	Tutor/SC	12.00	08/15/17-06/30/18
Gong, Hongpu	Tutor/IVC	12.00	08/31/17-06/30/18
Gross, Gage	Tutor/SC	12.00	08/15/17-06/30/18
Hadfield, Pamela	Community Ed. Presenter/SC	11.50	09/18/17-06/30/18
Haerianardakani, Sepehr	Tutor/SC	12.00	08/15/17-06/30/18
Hamilton, Nathan	Tutor/SC	12.00	08/15/17-06/30/18
Havlena, Kaitlyn	Tutor/SC	12.00	08/15/17-06/30/18
Heto, Prince	Tutor/SC	15.00	08/15/17-06/30/18
Hirata, Kurt	Tutor/IVC	12.00	09/20/17-06/30/18
Hoisington, Diana	Clinical Skills Specialist/SC	15.00	08/30/17-06/30/18
Jackson, Colby	Clinical Skills Specialist/SC	15.00	09/27/17-06/30/18
Joyce, Wyatt	Tutor/SC	12.00	08/15/17-06/30/18
Kantari, Ayah	Tutor/SC	12.00	08/15/17-06/30/18
Kimball, Vanessa	Tutor/SC	12.00	08/15/17-06/30/18
Kippax, Jeffrey	Tutor/SC	12.00	09/25/17-06/30/18
Lopez, Chris	Tutor/SC	12.00	08/15/17-06/30/18
MacDonald, Donald	Tutor/SC	12.00	09/15/17-06/30/18
<sup>5</sup> McClusky, Nathan	Tutor/SC	12.00	08/15/17-06/30/18
Mirzada, Maschal	Tutor/SC	12.00	08/15/17-06/30/18
Mohammad Karim, Iman	Tutor/SC	12.00	08/31/17-06/30/18
Mozaffari, Khashayar	Tutor/SC	12.00	08/15/17-06/30/18
Naranjo, Mireya	Tutor/SC	12.00	08/15/17-06/30/18
Nguyen, Michael	Tutor/SC	15.00	08/15/17-06/30/18
Nikkhah, Shahrzad	Tutor/SC	12.00	08/15/17-06/30/18
Obeid, Ranim	Tutor/SC	12.00	08/15/17-06/30/18
Parva, Ali	Tutor/SC	12.00	08/15/17-06/30/18
Paulite, Brandon	Clinical Skills Specialist/SC	20.00	08/30/17-06/30/18
Piedad, Alyson	Tutor/SC	12.00	08/31/17-06/30/18
Rivas, Juliana	Tutor/SC	12.00	08/24/17-06/30/18
Rivera, Ericka	Tutor/SC	12.00	09/13/17-06/30/18
Ruef, Bryan	Clinical Skills Specialist/SC	15.00	08/30/17-06/30/18
Seabold, Patricia	Certified Test Proctor/IVC	11.50	08/29/17-06/30/18
Sedor, John	Tutor/SC	12.00	08/15/17-06/30/18

<sup>5</sup> Related to Georganne McClusky, Senior Administrative Assistant, Saddleback College.



**A. NEW PERSONNEL APPOINTMENTS - Continued**

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Smith, Hannah	Tutor/SC	12.00	08/15/17-06/30/18
Soliman, Maissa	Certified Test Proctor/IVC	11.50	08/29/17-06/30/18
Topalian, Justin	Clinical Skills Specialist/SC	20.00	09/05/17-06/30/18
Waymire, Nicole	Tutor/SC	12.00	08/15/17-06/30/18
Whaley, David	Tutor/SC	12.00	08/15/17-06/30/18

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

1. PROGRAM COORDINATOR, CATEGORICAL, Pos. #P0012410, Classified Bargaining Unit Salary Schedule Range 134, School of Languages and Learning Resources, Irvine Valley College seeks authorization to establish and announce a full-time position, 40 hours per week, 12 months per year, to its complement, effective September 20, 2017. Employment in this categorical funded position is contingent upon funding by the Student Equity Program (SEP) and Adult Education Block Grant (AEBG) allocations.

**C. OUT OF CLASS ASSIGNMENTS**

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee/s in a temporary, out of class and/or acting assignment.

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Calderin, Jennifer	P0005167 Applications Specialist II	P0012063 Alternate Media Specialist	140/6	40	10/01/2017
Kim, Brian	P0005188 Senior Accounting Specialist	P0012348 Acting Manager of College Fiscal Services	10/2	40	09/01/2017

2. DISTRICT SERVICES **placed** the following permanent Classified employee/s in a temporary, out of class and/or acting assignment.

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Myers, Anne	P0004076 Accounting Specialist	P0012340 Senior Accounting Specialist	131/3	40	10/01/2017

**C. OUT OF CLASS ASSIGNMENTS - Continued**

3. SADDLEBACK COLLEGE **returned** the following permanent Classified employee/s from a temporary, out of class and/or acting assignment, back to their permanent assignment.

<u>Name</u>	<u>Temporary Assignment</u>	<u>Permanent Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Alba, Daniel	P0011264 Building Maintenance Worker	P0001113 Custodian	113/6	40	09/05/2017

**D. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Bennett, Robert	Plant Engineer/IVC	12/29/2017	12/30/2017
Brown, Susan	Administrative Assistant/SC	12/29/2017	12/30/2017
Cavallaro, Lisa	Director, Child Development Center/SC	12/29/2017	12/30/2017
Cooper, Vincent	Media Production Specialist/IVC	06/30/2017	07/01/2017
Dreyer, James	Painter/SC	12/29/2017	12/30/2017
Fernandez, Jorge	Custodian/SC	12/29/2017	12/30/2017
Gervais, Elizabeth	Research Specialist/SC	10/11/2017	None
Godinez, Jesus	Custodian/SC	12/29/2017	12/30/2017
Gonzalez, Angelito	Custodian/SC	12/29/2017	12/30/2017
Gordon, Dennis	Director, Outreach & Recruitment/IVC	12/29/2017	12/30/2017
Johnson, Daniel	Senior Programmer/Analyst/DS	12/29/2017	12/30/2017
LeMaster, Sharon	Administrative Assistant/DS	12/29/2017	12/30/2017
Lorch, Teddi	Exec. Director, HR/ER/EE Relations/DS	12/29/2017	12/30/2017
Love, Donald	Public Safety Assistant/IVC	09/27/2017	None
McKee, Robert	Lead Custodian/IVC	12/29/2017	12/30/2017
Miller-Gilliland, Sophie	Manager, Office of the President/SC	12/29/2017	12/30/2017
Phaneuf, James	Director, IT/Administrative Systems/DS	12/29/2017	12/30/2017
Sharrak, Eddie	Veterans Office Assistant/SC	01/01/2018	None
Strauss, Barbara	Financial Aid Specialist/IVC	12/29/2017	12/30/2017
Zambrano, Nicholas	Irrigation Systems Specialist/IVC	12/29/2017	12/30/2017

**E. VOLUNTEERS**

1. The following individuals are to be approved as Volunteers for the 2017/2018 academic years.

Business Sciences and Technology, Irvine Valley College

Denton, Carrie                      Muilenburg, Nicole

Community Education, Emeritus and K-12 Partnership, Saddleback College

Moyles, Jon Erik                      Wilhelms, Averi

Economic & Workforce Development and Business Science, Saddleback College

<sup>6</sup>Bowman, Marie

<sup>6</sup> Related to Donald Bowman, Accounting Instructor, Saddleback College.

**E. VOLUNTEERS - Continued**

1. The following individuals are to be approved as Volunteers for the 2017/2018 academic years.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Abasy, Hawa	Abidnejad, Armin	Aguayo, Steve
Aguilar, Abel	Alexiou, Christine	Allen, Zara
Anderson, Cameron	Arjomandi, Shahrads	Asuncion, Chase
Av, Alexander	Bajat, Mohammadreza	Baker, Alex
Baugh, Sophie	Beard, Cheyenne	Beard, Finnegan
Beavin, Costa	Beck, Emilee	Bonnema, Aaron
Breen, David	Brian, Andrew	Brugger, Stephen
Callinan, Adam	Carpenter, Delia	Carpenter, Phoebe
Carr, Aubrey	Carroll, Kathryn	Chen, Qi
Chen, Yusi	Chenlee, Joshua	Cherland, Logan
Christodoulou, Nina	Coggins, Cassidy	Cohen, Andre
Collins, Gabrielle	Conley, Michael	Corona-Esparza, Paul
Coye, Todd	Crawbuck, Garrett	Da Silva, Geiza Goulart
Dedomenico, Hannah	Demchik, Lucas	Dhaemers, Chase
Dickenson, Tyler	DiDomenico, Gabriella	Digrazia, Daniel
Dorsey, Emma	Draeger, Mike	Early, Brian
Earon, Rebekah	Eklund, Leanna	Emery, Jack
Enfinger, Jorli	Ewart, Bradley	Faber, Jacob
Franklin, Mary	Freedlander, Terry	Gaeta, Noah
Garrett, Connor	<sup>7</sup> Garrison, Karl	George, Kamryn
Gijon-Arellano, Vanessa	Gille, Jordan	Gonzales, German
Gonzalez, Sheccid	Guevarra, Bianca	Gutierrez, Mauro
Gutteridge, Sophia	Hanoka, Nick	Hasty, Justin
Hayes, Sharon	Herrera, Diego	Holden, Sara
Hubner, Franz	Huff, Kai	Huitema, Justin
Hulse, Luke	Hyde, Olivia	James, William
Kakar, Auista	Kallas, Samuel	Kalmen, Parker
Kapowai, Kirin	Karim, Natalie	Kearns, Eric
Kelley, Richard	Kennamore, Mitchell	Koksharou, Nikita
Kordbacheh, Sam	Kotnik, Lawrence-John	Kramer, Jordan
Kramer, Rachel	Kuwahara, Mitchell	Kwon, Hyo Won
Lafer, Miles	Lambla, Sophie	Lange, Haley
Lathouwers, Andrew	Law, Emma	Lawrence, Dominique
Layral, Mikayla	Le, Alison	Leggett, Jack
Lemus, Michael	Li, Yuhang	Lian, Xavier
Limon, Daniel	Machado, Kaique	Magallanes, Lizbeth
Mahmoud, Abdurrahmaan	Mahowald, Miles	Malbran, Olivia
Mallari, Nick	Mansfield, Joshua	Mariano, Jonah
McClare, Nicolas	McKernan, Amber	McNatt, Mackenzie
Meeker, Lauren	Memon, Farah	Mendoza, Luis
Mersereau, Summer	Miraftabi, Cameron	Mixson, Hannah
Moll, Ellyn	<sup>8</sup> Montes, David	Moussavian, Azita
Munemura, Masayo	Murphy, Malia	Najav, Erik

<sup>7</sup> Related to Estella Castillo-Garrison, Dean of Community Education, Emeritus Institute and K-12 Partnership, Saddleback College.

<sup>8</sup> Related to Laura Toscano, Counselor, Saddleback College.

**E. VOLUNTEERS - Continued**

1. The following individuals are to be approved as Volunteers for the 2017/2018 academic years.

Environment Studies, Advanced Technology and Applied Sciences, Saddleback College

Nerhus, Brennan	Obeid, Aiyah	Obial, April
Oliman, Roman	Ortega, Daisy	Orville, Austin
Pagaduan, Deanna	Pamer, Robert	Parajeckas, Jesse
Park, Joon	Parker, Kellan	Partsch, Jackie
Paul, Alexander	Phegley, Matt	Phillips, Cameron
Pimentel, Andrew	Porras, Samantha	Porter, Jason
Puga, Emilio	Pugliese, Luke	Purll, Coulson
Ramirez, Pedro	Ramsis, Samer	Reimer, Tormey
Riley, Sean	Roberts, Katelyn	Rodriguez, Bryan
Rodriguez, Daniel	Rodriguez, Daniela	Rushton, Trevor
Ryan, Mariah	Ryley, Christopher	Sadeghi-Movahed, Cameron
Safi, Feroz	Salerno, Bryson	Sandejur, Rachel
Sangalang, Eliziah	Scholze, Celeste	Schroeder, Brandon
Schwent, Craig	Seeker, Jerry	Shickler, Charles
Shickler, Sydney	Sims, Taylor	Stanley, Tristan
Stein, Andrea	Stevenson, Jeff	Stone, Westley
Strom, Erin	Tajudin, Ally	Thais, Sarah
Thiart, Dean	Torres, Jessenia	Toussaint, David
Vasquez, Alexsander	Ventura, Gabby	Vesely, Connor
Veyseh, Nikkie	Vizzaccaro, Joseph	Vogeler, Jenna
Vure, Myra	Webb, Lindsay	Whitney, Sarah
Williams, Jacob	Williams, Minako	Williams, Sara
Wong, Nathan	Wood, Toni	Zupsic, Tyler

Fine Arts, Irvine Valley College

Kang, Esther

Guidance and Counseling, Irvine Valley College

Garcia, Armando	Jung, Soojong	Nguyen, Emily
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Humanities and Languages, Irvine Valley College

Elmossallamy, Marwa

Information Technology, District Services

Braudo, Stephen

Kinesiology, Health and Athletics, Irvine Valley College

Tennant, Joan	Tran, Thien
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Kinesiology and Athletics, Saddleback College

Barrero, Susan	Chesley, Edward	Engelhardt, Nancy
Martin, Sarah	Sanchez, Daisy	Wilmer, James Trey

Liberal Arts, Saddleback College

Ferrigno, Lela	Sullivan, Jodie
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**E. VOLUNTEERS - Continued**

1. The following individuals are to be approved as Volunteers for the 2017/2018 academic years.

Veterans Services Center, Irvine Valley College

Bergado, Christian

Vice President for Student Services, Irvine Valley College

Clifford, Mara

Kim, Sung Kyung

Le, Thianne

Nguyen, Eliza

Rana, Noor

Tucker, Kristen

Yasseen, Khalid

Cordes, Christopher

Kolli, Rochishni

Lopez, Yajayra

Otero, Carmen

Richmond, Danielle

Vanegas, Adriana

Gadon, Anna

Le, Sydney

Naaz, Tayyaba

Park, Shelly

Syed, Alina

Vliss, Isabella

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Employment Agreement – Dr. Cindy Vyskocil, Vice Chancellor Human Resources

**ACTION:** Ratification

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### **BACKGROUND**

The District completed a thorough and comprehensive recruitment and search for the position of Vice Chancellor of Human Resources. Interviews were conducted and finalists were selected. Reference checks were completed by an outside consultant and final interviews took place. After a review with the Board of Trustees, the District made an offer of employment to Dr. Cindy Vyskocil.

### **STATUS**

On October 4, 2017, the District announced the appointment of Dr. Cindy Vyskocil. The Interim Chancellor is authorized to negotiate and sign a contract on behalf of the Board, subject to Board ratification. The employment contract shown in Exhibit A is for the period commencing November 3, 2017 through June 30, 2021, at a base salary of \$259,344.00 per year.

### **RECOMMENDATION**

It is recommended that the Board of Trustees ratify the contract of Dr. Cindy Vyskocil as Vice Chancellor of Human Resources for the South Orange County Community College District, effective November 3, 2017 through June 30, 2021, at a base salary of \$259,344.00 per year as shown in Exhibit A.



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
VICE CHANCELLOR OF HUMAN RESOURCES  
BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND DR. CINDY VYSKOCIL**

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THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Cindy Vyskocil ("Dr. Vyskocil" or the "Vice Chancellor.")

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice Chancellor of Human Resources. Dr. Vyskocil is hereby employed for a period of time commencing on November 3, 2017, and ending on June 30, 2021, as the Vice Chancellor of Human Resources. The Vice Chancellor is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. The Vice Chancellor shall perform all of the powers and duties of the position of Vice Chancellor of Human Resources, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, the Vice Chancellor may be transferred or assigned to any duties or positions for which he/she possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the Vice Chancellor shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 27, Step 8, \$259,344 per annum. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Vice Chancellor's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. The Vice Chancellor shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. The Vice Chancellor shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Vice Chancellor shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays

provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. The Vice Chancellor may accrue vacation days up to a maximum of forty-eight (48) days. Once the Vice Chancellor reaches this maximum amount she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, the Vice Chancellor shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Chancellor.

6. Performance Evaluations.

6.1 The Chancellor will provide the Vice Chancellor with periodic opportunities to discuss the Chancellor/Vice Chancellor relationship.

6.2 The Chancellor will set the Vice Chancellor's goals for each college year. The Vice Chancellor's performance in achieving those goals and carrying out his/her other duties will be evaluated by the Chancellor by June 20 of that college year.

7. Expenses and Required Memberships.

7.1 The District shall reimburse the Vice Chancellor, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of the Vice Chancellor in the performance of the duties of Vice Chancellor of Human Resources.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse the Vice Chancellor for travel expenses outside the District in accordance with District policies and procedures. The District shall provide the Vice Chancellor with a monthly stipend of \$625 to cover use of a personal automobile within Orange County.

7.3 The District shall furnish the Vice Chancellor with a computer, and printer for the Vice Chancellor's use at home during the term of this Agreement. The Vice Chancellor shall maintain internet service and a dedicated telephone line (landline) at her residence, and shall additionally obtain a cellular telephone and service from a carrier of her choice. A monthly allowance of \$100 will be provided to cover telephone/internet expenses. A monthly allowance of \$165 will be provided to cover cellular telephone expenses. The Vice Chancellor shall also receive a one-time \$10,000 relocation stipend, payable in December, 2017.

8. Fringe Benefits. The District shall provide to the Vice Chancellor and her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, the Vice Chancellor, her spouse, and eligible dependents shall receive the same health and



medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code sections 72411, 72411.5 and 87458. If the Board determines to exercise its right to not renew this Agreement, the Board shall send the Vice Chancellor written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Vice Chancellor, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code sections 87660 et seq. and sections 87732 et seq. shall not apply to non-renewal of this Agreement.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Vice Chancellor with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code sections 87660 et seq. and sections 87732 et seq. shall not apply to termination of this Agreement. The Vice Chancellor shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice Chancellor may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice Chancellor, provide the Vice Chancellor with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this section, the Vice Chancellor shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this section, the Vice Chancellor shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Vice Chancellor with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice Chancellor shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and the Vice Chancellor's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Vice Chancellor is convicted of a crime constituting "abuse of office," the Vice Chancellor shall reimburse the District to the fullest extent mandated by Government Code section

53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

by \_\_\_\_\_  
Debra L. Fitzsimons, Ed.D.  
Interim Chancellor

Dated \_\_\_\_\_

by \_\_\_\_\_  
Cindy Vyskocil, Ed.D.  
Vice Chancellor of Human Resources

Dated \_\_\_\_\_

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: South Orange County Community College District Faculty Association Initial Proposal to District

**ACTION:** Review and Study

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### **BACKGROUND**

Government Code 3547 requires that all initial proposals from an exclusive representative of public school employees shall be presented at a public meeting of the Board of Trustees and shall thereafter be a matter of public record. The District's proposal will be presented to the Board at today's meeting. In addition, before collective bargaining may take place, both the initial proposals of the exclusive representative and the community college district shall be made public for a reasonable time so that members of the public have the opportunity to comment to the Board of Trustees regarding either of the initial proposals.

### **STATUS**

The district has received an initial proposal from the SOCCCD Faculty Association (Exhibit A) to modify, amend, or terminate the Master Agreement and to begin negotiations. A public hearing on this proposal will be held at the November 2017 Board of Trustees meeting.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees accept the SOCCCD Faculty Association proposal for review and study, and set a public hearing on the proposal at the regularly scheduled November Board meeting.

## **An Initial Proposal to Amend and Modify the SOCCCD Academic Employee Master Agreement**

SOCCCD Faculty Association

September 2017

The *Academic Employees Master Agreement*, which specifies the duties, obligations, working conditions and compensation for all full-time and part-time faculty of the South Orange County Community College District, will expire at the end of June, 2018. In preparation for negotiations to establish its replacement, pursuant to Section 3547 (a) of the California Educational Employment Relations Act, the South Orange County Community College District Faculty Association hereby notifies the Board of Trustees and the residents of the South Orange County Community College District that it proposes the following modifications to the existing *Agreement*:

### **Article XIV: Assignment, Contract Year, Hours of Service, and Professional Duties**

Extend compensated college service and professional development opportunities to part-time faculty

### **Article XV: Workload**

Establish conditions for part-time faculty workload beyond 10 LHE

Add extra duty days for certain disciplines

Increase department chair compensation rates

Revise CWE minimum class size, and CWE compensation model

### **Article XXVII: Benefits**

Increase life insurance benefit

Increase and extend part-time health benefit

### **Article XXIX: Leaves**

Increase bereavement leave

Modify parental leave benefit

### **Article XXX: Wages**

Increase compensation

Establish part-time parity

Adjust initial salary schedule placement credit

Extend doctoral stipend to part-time faculty

### **Article XXXI: Retired Faculty Benefits**

Provide benefits for dependents of retired faculty

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: District Initial Proposal to SOCCCD Faculty Association

**ACTION:** Review and Study

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### **BACKGROUND**

Government Code 3547 requires that all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation be presented at a public meeting of the Board of Trustees and thereafter be a matter of public record. In addition, before collective bargaining may take place, both the initial proposals of the exclusive representative and the community college district shall be made public for a reasonable time so that members of the public have the opportunity to comment to the Board of Trustees regarding either of the initial proposals.

### **STATUS**

In preparation for contract negotiations, the District has prepared its initial proposal to modify, amend, or terminate the Master Agreement and to begin negotiations and presents Exhibit A for the Board's review and study. A public hearing for this proposal will be held at the November 2017 Board of Trustees meeting.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees accept the District's initial proposal to the Faculty Association for review and study, and set a public hearing on the proposal at the regularly scheduled November Board meeting.

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
INITIAL PROPOSAL TO AMEND AND MODIFY  
THE SOCCCD ACADEMIC EMPLOYEE MASTER AGREEMENT**  
*Contract July 1, 2018 – June 30, 2021*

In preparation for negotiations to address modifications and amendments to the current SOCCCD Academic Employee Master Agreement and pursuant to Section 3547 (a) of the California Educational Employment Relations Act, the South Orange County Community College District hereby notifies the Faculty Association and the residents of the South Orange County Community College District that it proposes to negotiate amendments related to the following Articles of the existing *Agreement*:

**FOR SUBSTANTIVE DISCUSSION**

**Article XIV, Assignment, Contract Year, Hours of Service, and Professional Duties**

- Define items including but not limited to: the assignment of non-instructional days and responsibility on these days; manager's rights for non-instructional faculty assignments; specify the intention of "personal necessity" time to eliminate misuse.
- Clarification of items including, but not limited to: finals week responsibilities, faculty duties, office hours, professional hours, student contact hours; preparation and grading expectations, textbook deadlines, job duties; number of required days on campus.
- Add professional responsibilities for SLO responsibilities in conducting assessment of student learning, data review, discussion of results, plans for improvement of teaching and learning (ACCJC requirement).
- Flex Week: Two (2) mandatory professional development days.
- Define specific department chair duties: process for selection of chairs, summer chairs duties and pay, evaluation; job duties, evaluation process of department chairs, EEO training for part-time faculty.

**Article XV, Workload:** Clarify and define: manager's right to assignment; manager's right to overload scheduling; LHE for stipend project; reassigned time and standards for non-instructional assignments and stipends; pay for overload and lecture hours; requirements of banked LHE; full time faculty exchanges with adjunct faculty; dean's right of assignment for all supplemental assignments including department chair stipends, practicums load and pay, PT and FT counselors pay differences, department chair duties and pay; address Cooperative Work Experience compensation so it matches CWEE FAQ document from CCCCCO.

**Article XVII, Evaluations - Probationary, Tenured and Part-Time:**

Improvement of evaluation instrument, student evaluations, separate evaluation for department chair's administrative portion of assignment.

**Article XXVII, Benefits and Article XXXI, Retired Faculty Benefits:**

Require employees 65 and older to use Medicare as primary for improved health benefits coverage.

**FOR LESS SUBSTANTIVE DISCUSSION**

**Article I, Agreement:** Change dates of contract.

**Article IV, Definitions:** Create “parity” definition; define non-instructional duty day/s.

**Article XXVI, Bonded Sabbatical and Professional Development:** Clarify standards for sabbaticals to include enhancing student success; define sabbatical scheduling when conflicting with the ability to backfill the vacancy created.

**Article XXIX, Leaves:** Develop Catastrophic Leave Plan taking into consideration tax implications.

**Article XXX, Wages:** Negotiate compensation package; evaluate and re-define department chair salary; include courses only from accredited institutions for salary advancement; define circumstances when lower division courses may be used for column advancement.

**Other Considerations for Discussion**

- Formalize faculty internship program
- Develop repository for course syllabus
- Add previously agreed-upon side letters and MOUs to the Master Agreement

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Basic Aid Allocation for Conversion to Canvas Learning Management System, Faculty Conversion to Canvas One-Time Stipends

**ACTION:** Approval

---

## **BACKGROUND**

As part of the state-wide Chancellor's Office Online Education Initiative (OEI), it was decided that a common learning management system (LMS) should be used for all online education courses in the state. Canvas software was selected as the LMS of choice by Saddleback and Irvine Valley College and their respective academic senates, and each college was given the opportunity to convert from their current LMS to Canvas at no cost for an initial period of time. Irvine Valley College and Saddleback College each developed their own process for evaluating Canvas and determining if they wanted to transition from Blackboard to Canvas. IVC decided to convert beginning in fall 2016 and Saddleback in fall 2017, each of which entails an 18-month process before full conversion takes place. The colleges have been using Blackboard software as their LMS since 1999. The conversion of a course by faculty from one LMS to another requires considerable time to train, develop new materials, and design the course structure.

## **STATUS**

It is the best interest of the district and our students that the conversion be completed as soon as possible and that we avoid confusion for our students by limiting the amount of time that we are using two different learning management systems. To ensure that the implementation of Canvas and the conversion of classes by faculty can take place in a timely and successful manner, the Interim Chancellor and faculty association met to discuss one-time compensation for faculty for the conversion of classes to Canvas to be paid from Basic Aid unallocated funds.

Faculty members converting at least one fully online class will be paid a stipend of \$5,000. For hybrid online classes where at least 50% of the course is taught online, the faculty member will be paid a stipend of \$2,500. For classes where Canvas is used by faculty to supplement a face-to-face class, a stipend of \$1,000 will be paid.

Each faculty member may only receive one stipend each at the highest level eligible as long as the class was previously taught in the same mode using the prior LMS and



is converted before the end of the 2019-2020 academic year. New faculty who do not have a class to convert will not receive any stipend.

Unallocated Basic Aid funds were set aside previously to ensure they would be available to fund this initiative and the estimated cost is \$3,679,421. This cost is a conservative estimate and is expected to be less than the \$3,679,421.

### **RECOMMENDATION**

The Interim Chancellor recommends that the Board of Trustees approve the Basic Aid allocation of \$3,679,421 for the Canvas LMS conversion faculty stipend costs.

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** Staff May Respond to Public Comments from the Previous Board Meeting

**ACTION:** None

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**BACKGROUND**

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

**STATUS**

A public comment response from staff was not requested during last month's board meeting.

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** Saddleback College and Irvine Valley College: Speakers

**ACTION:** Information

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**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

Item Submitted By: *Dr. Gregory Anderson, President Saddleback College and  
Dr. Glenn Roquemore, President Irvine Valley College*

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
9/20/17 6:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Natasha Mohamed	Fraud
9/20/17 6:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Leficia Mata	Fraud
9/21/17 5:00pm	VIL22-2	Ken Lee	HORT 140	Mohammad Rihan	Financial Planning on Hort & Landscape Business
9/26/17 5:30pm	BGS 131	Ken Lee	HORT 116	Eric Santos	Current Trends in Irrigation Industries
10/1/17	BGS 362	Dr. Priya Shah	Gender Studies	Dannie Cesaria	Transgender Issues: Definitions & Activism
10/4/17 6:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Omid Missaghian	VITA Program
10/9/17 10:30am	BGS 244	Alana Gates	BUS 1: Intro to Business	Ryan Zervakos	Linked In
10/11/17 9:00am	BGS 250	Warner Griswald	BUS 1: Intro to Business	Jill McDermott	Entrepreneurship
10/13/17 1:50pm	Marina Park CC	None	Ca. Community College Real Estate Education Center (CCCREEC) Conference	Anthony Alosi	1031 Exchanges for Real Estate Educators
10/13/17 11:00am	Marina Park Com. College	None	Ca. Community College Real Estate Education Center (CCCREEC) Conference	Mark Schniepp	California Real Estate Economic Update
10/13/17 9:00am	Marina Park Com. College	None	Ca. Community College Real Estate Education Center (CCCREEC) Conference	Dek Bake	Thinking Differently about Real Estate
10/13/17 10:00am	Marina Park Com. College	None	Ca. Community College Real Estate Education Center (CCCREEC) Conference	Shelly Wilson	CalBRE Update
10/13/17 1:00pm	Marina Park Com. College	None	Ca. Community College Real Estate Education Center (CCCREEC) Conference	Blake Slater	Real Estate Legal Update*
10/17/17	BGS 339	Christina Ghanbarpar	WAGSAC	Amanda Ross	Domestic Violence Prevention & Awareness

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
10/17/17 5:30pm	BGS 131	Ken Lee	HORT 116	Mark Hall	Designing Drip Irrigation System
10/19/17 5:30pm	VIL 22-2	Ken Lee	HORT 140	Paul Weinberg	Legal Aspects in Hort & Landscape Business
11/8/17 9:00am	BGS 250	Warner Griswald	BUS 1: Intro to Business	Greg McGuff	Climbing Corporate Ladder
11/14/17 5:30pm	BGS 131	Ken Lee	HORT 116	Kay Yang	Irrigation Design in Landscape Projects
11/27/17 9:00am	BGS 250	Warner Griswald	BUS 1: Intro to Business	David Baia	Management Coaching
11/30/17 5:30pm	VIL 22-2	Ken Lee	HORT 140	John Simonelli	Taxes and Finances in Hort and Landscape Business
12/5/17 5:30pm	BGS 131	Ken Lee	HORT 116	Bob Garcia	Tips and Tricks in Irrigation Design

### **IRVINE VALLEY COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
9/26/17 4:30pm	BSTIC 117	John Russo	Business Leader Society Club	Michael Sawitz	Perfecting Your Elevator Pitch
10/9/17 4:00pm	BSTIC 101	Bennet Tchaikovsky	Accounting Society Club	Greg Coleman	CPA in a Mid-Level Firm
10/10/17 4:30pm	BSTIC 117	John Russo	Business Leader Society Club	Alex Jewitt Steve Brown	Winning an Interview and Using LinkedIn
10/11/17 12:30pm	LSB 112	Kathryn Urell	COUN 4 Stress Management	Master Luh	Tai Chi for Stress Management
10/19/17 12:30pm	B 212	Fawn Tanriverdi	Extended Opportunity Programs and Services (EOPS) Student Workshop and Information Session	Katie Brazer	Guidance to DACA Students Regarding their Rights and Responsibilities
10/23/17 4:00pm	LSB 112	Bennet Tchaikovsky	Accounting Society Club	Jennifer Coyne	Representing NBA Players and Celebrities
11/13/17 4:00pm	LSB 112	Bennet Tchaikovsky	Accounting Society Club	Bret Johnsen	Discussing the CFO Position

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
11/15/17 12:30pm	LSB 112	Kathryn Urell	COUN 4 Stress Management	Sky Tetsuka	Money Matters for Stress Management
12/4/17	LSB 112	Bennet Tchaikovsky	Accounting Society Club	Amy La Becker	Discussing the CPA Exam and Process

**TO:** Board of Trustees  
**FROM:** Debra L. Fitzsimons, Interim Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

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### **BACKGROUND**

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

### **STATUS**

EXHIBIT A provides an up-to-date report on the status of current construction projects.

## FACILITIES PLAN STATUS REPORT

October 30, 2017

### CAPITAL IMPROVEMENT PLANNING

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was complete December 2011 and that report includes an evaluation of education needs that measured planning for facilities to meet current and future needs. The 2011 EFMP report is available at the district website: [http://www.socccd.edu/about/about\\_planning.html](http://www.socccd.edu/about/about_planning.html). The next EFMP process is scheduled for FY 2016-2017.

### SADDLEBACK COLLEGE

#### 1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and 9-lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	<b>March 2014</b>	Award Design/Build Contract	<b>Aug 2016</b>
Start Working Drawings	<b>Sept 2016</b>	Complete Construction	Feb 2019
Complete Working Drawings	Aug 2017	Advertise for FF&E	N/A
DSA Final Approval	Jan 2018	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 3/24/08, 6/23/14, 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

	Original	Revision	Total
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$0	\$22,705,000	\$22,705,000

Status: Design phase: Prepare DSA Submittal Packages



In Progress: *Completion of 100% Construction Documents.*

Recently Completed: Review of 50% Construction Document submittal package. *Pre-submittal meeting with DSA.*

Focus: Work through both schedule and cost impact related to the geotechnical report discovery and pricing college requested project changes.

## 2. ATAS BUILDING PROJECT

Project Description: This project is a renovated two story building of 29,425 assignable square feet (ASF), 36,601 gross square feet (GSF). The Technology & Applied Sciences building was completed in 1991 and as early as 1992 there were reports of slab distress. This project will replace the first floor slab with a structural mat slab, upgrades the mechanical and electrical systems, replaces the exterior plaster and reinstalls mission roof tiles. The project includes instruction and support space renovation throughout including spaces for Architecture, Drafting, Environmental Studies, Electronics, Automotive, and Graphic Arts programs.

Start Preliminary Plans	Oct 2017	Award Construction Contract	April 2018
Start Working Drawings	May 2018	Complete Construction	Oct 2020
Complete Working Drawings	Jan 2019	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, 6/23/2014, and 8/22/2016. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing at \$14,733,000. On February 28, 2011, the Board approved \$6,799,055. On August 27, 2012, the Board approved \$5,977,945. On October 25, 2013, the Board approved reassignment of funds of \$8,523,000 for the Saddleback College Sciences Building. On June 23, 2014 the Board restored funding of \$8,523,000 and an additional \$2,702,000. On August 22, 2016, the Board approved an additional \$3,110,000. Outstanding funding will be requested during the 2018-2019 budget planning cycle.

	Original	Revision	Total
Project Budget:	\$8,755,055	\$32,419,945	\$47,175,000
District Funding Commitment:	\$8,755,055	\$11,789,945	\$20,545,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,956,000	\$18,589,000	\$20,545,000
Unallocated Amount			\$26,630,000

Status: *Programming Phase.*

In Progress: *Survey existing TAS building and tennis courts. End User kick-off meeting (ATAS & Athletics Divisions).*

Recently Completed: *Committee recommendation for geotechnical investigation and material testing services consultant. Underground utilities investigation at TAS building and tennis courts.*

Focus Issue: *Develop criteria and programming documents, finalize underground utility investigation report, geotechnical investigation, and develop pre-qualification package for Design-build Entity.*

### 3. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will collocate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014 and 8/22/2016. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$7,626,000	\$50,493,000
District Funding Commitment:	\$12,814,000	\$ 10,374,000	\$28,253,500
Anticipated State Match:	\$30,053,000	\$(7,813,000)	\$22,240,000
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated Amount:			\$31,834,180

Status: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in November's election.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. The third and final year of funding is expected to resume the necessity to compete for funds.

Recently Completed: State Chancellor's office *is reviewing projects qualified for second year funding. The list may include 14 remaining projects from first year projects which have not yet been funded. This possibility could drive SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, into a third year consideration. District staff is working with a planning consultant to maximize all potential considerations.*

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

## **IRVINE VALLEY COLLEGE**

### **1. LIFE SCIENCES PROJECT**

Project Description: This project is a new two story building of 19,584 assignable square feet (ASF) and 30,267 gross square feet (GSF). The Life Science programs were relocated from the A-400 building. The vacated building was demolished to make way for a new facility that will house Liberal Arts programs. The Life Sciences building, located on the south east portion of the Sciences Quad, consist primarily of lab classrooms and support space with some lecture classroom space and offices.

Start Preliminary Plans	<b>Nov 2008</b>	Award Construction Contract	<b>April 2011</b>
Start Working Drawings	<b>April 2010</b>	Complete Construction	<b>March 2014</b>
Complete Working Drawings	<b>June 2010</b>	Advertise for FF&E	<b>Sept 2013</b>
DSA Final Approval	<b>Dec 2010</b>	DSA Close Out	<b>May 2014</b>

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000 with all overage returned to basic aid upon reimbursement.

	Original	Revision	Total
Project Budget:	\$24,861,000	\$ (4,371,000)	\$20,490,000
District Funding Commitment:	\$ 7,468,000	\$ (546,000)	\$ 6,922,000
Anticipated State Match:	\$17,393,000	\$ (3,825,000)	\$13,568,000
Basic Aid Allocation:	\$ 1,113,000	\$ 1,377,000	\$ 2,490,000

Status: Final "first year discovery" items to be completed.

In Progress: Recommendation for construction contract on this month's agenda.

Recently Completed: Development of work descriptions for bid. Bidding of project.

Focus: Completion of “first year discovery” items. Final closeout of project budget.

## 2. BARRANCA ENTRANCE (LASER WAY)

Project Description: This project creates a new signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	<b>Feb 2010</b>	Award Construction Contract	<b>May 2016</b>
Start Working Drawings	<b>March 2011</b>	Complete Construction	<b>Apr 2017</b>
Complete Working Drawings	<b>March 2011</b>	Advertise for FF&E	N/A
DSA Final Approval	<b>Dec 2012</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$0	\$2,850,000
District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: All necessary certification documents provided to DSA.

In Progress: Project close-out. Signage change to Laser Way. Finalize landscaping easement with Southern California Edison.

Recently Completed: *Signage change to Laser Way and final closeout documents provided to City of Irvine.*

Focus: Close landscaping easement with Southern California Edison.

## 3. LIBERAL ARTS BUILDING PROJECT

Project Description: This project is a new two story building of 16,896 assignable square feet (ASF) and 27,787 gross square feet (GSF). The Social & Behavioral Science, Humanities & Languages, and Co-Curricular programs will be relocated from various campus locations. The Liberal Arts building, located at the northwest portion of the “A” quad, consist primarily of classrooms, a few labs and offices and gathering spaces at first and second floor lobby.

Start Preliminary Plans	<b>May 2012</b>	Award Construction Contract	<b>July 2014</b>
Start Working Drawings	<b>Jan 2013</b>	Complete Construction	<b>Aug 2016</b>
Complete Working Drawings	<b>Dec 2013</b>	Advertise for FF&E	<b>Feb 2016</b>
DSA Final Approval	<b>June 2014</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

	Original	Revision	Total
Project Budget:	\$ 3,004,951	\$10,008,949	\$13,013,000
District Funding Commitment:	\$ 3,004,951	\$10,008,949	\$13,013,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 1,000,000	\$12,013,000	\$13,013,000

Status: Construction Phase: 100% complete. Substantial completion reached on July 29, 2016. Contractor has not requested final pay after several requests. Labor compliance indicates outstanding subcontractor issues.

In Progress: Final Pay application review. One year warranty walk.

Recently Completed: Punch list, warranty and M&O Manuals provided, final furniture install. Contractor completed access compliance issues identified during ADA Transition Plan survey.

Focus: Final Pay application.

## 5. FINE ARTS PROJECT

Project Description: The proposed project will construct a new complex of three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand space for the Fine Arts department. Art, Art History, Music and Dance instruction will be relocated from laboratories currently housed across a number of different buildings on campus. The Fine Arts building, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings setting the stage for future renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/23/2014 and 8/22/2016. On June 23, 2014, the Board approved 795,000. On August 22, 2016, the Board approved \$1,659,739. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding. On June 26, 2017, the Board approved \$12,932,581

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$ 7,157,000	\$42,860,000
District Funding Commitment:	\$10,562,000	\$13,420,000	\$23,982,000
Anticipated State Match:	\$25,141,000	\$(6,263,000)	\$18,878,000
Basic Aid Allocation:	\$795,000	\$14,592,320	\$15,387,320
Unallocated Amount:	\$0	\$0	\$27,472,680

Status: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in November's election.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. The third and final year of funding is expected to resume the necessity to compete for funds.

Recently Completed: State Chancellor's office *is reviewing projects qualified* for second year funding. The list *may include 14 remaining projects from first year projects which have not yet been funded. This possibility could drive SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, into a third year consideration. District staff is working with a planning consultant to maximize all potential considerations.*

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

## **6. PARKING LOT PHASE IA AND SOLAR SHADE PROJECT**

Project Description: This project includes development of a 135,000 square feet of lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

Start Preliminary Plans	Jan 2017	Award Construction Contract	Aug 2017
Start Working Drawings	Mar 2017	Complete Construction	Mar 2018
Complete Working Drawings	Apr 2017	Advertise for FF&E	Oct 2017
DSA Final Approval	Jul 2017	DSA Close Out	Jul 2018

Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015 and 8/22/2016. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000. On June 26, 2017 the Board approved \$733,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,010,000	\$4,478,000	\$7,488,000

District Funding Commitment:	\$3,010,000	\$4,478,000	\$7,488,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$ 4,478,000	\$7,488,000

Status: *Design Phase.*

In Progress: Economic feasibility study to maximize return on solar power installation to include potential battery storage. *Parking lot design underway.*

Recently Completed: *Award of parking lot design agreement.*

Focus: Complete economic analysis and solar power distribution alternatives. Continue coordination with Southern California Edison to aggregate incoming electrical service. *Design of parking lot and connection to new Laser Way entrance.*

## 7. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/ Concession building, located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

Start Preliminary Plans	<b>May 2017</b>	Award Construction Contract	<i>May 2018</i>
Start Working Drawings	<b>Jul 2017</b>	Complete Construction	<i>Apr 2019</i>
Complete Working Drawings	<i>Nov 2017</i>	Advertise for Equipment	<i>Dec 2018</i>
DSA Final Approval	<i>Feb 2018</i>	DSA Close Out	<i>Pending</i>

Budget Narrative: Budget reflects Board action on 6/22/2015. On June 22, 2016, the Board approved 5,338,000. On June 26, 2017, the Board approved 402,000.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$ 538,000	\$6,140,000
District Funding Commitment:	\$5,200,000	\$ 538,000	\$6,140,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 400,000	\$5,740,000	\$6,140,000

Status: Design Development Phase.

In Progress: Design Development.

Recently Completed: Award of Commissioning Services agreement. Completion of Schematic Design.

Focus: Complete Design Development.

## **ATEP**

### **1. ATEP DEMOLITION**

Project Description: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station is required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional required after the land exchange between the County and SOCCCD is complete. The schedule below reflects the most recently completed phase.

Start Preliminary Plans	<b>Jul 2013</b>	Award Construction Contract	<b>Nov 2014</b>
Start Working Drawings	<b>Jul 2013</b>	Complete Construction	<b>Jul 2015</b>
Complete Working Drawings	<b>Apr 2014</b>	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

	Original	Revision	Total
Project Budget:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
District Funding Commitment:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 7,000,000	\$ 6,700,000	\$13,700,000

Status: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: Negotiations with the City and the Navy to transfer county land to district so the last phase of demolition can be completed.

Recently Completed: Land exchange between District and the County of Orange.

Focus: Adhere to various regulatory requirements specific to maintain the ATEP site.

### **2. ATEP - IVC FIRST BUILDING**

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 30,000 gross square feet (GSF) building dedicated to technical and applied sciences and economic development. The automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center will be located from the existing ATEP classrooms and from the IVC campus with some spaces representing expansion. The space vacated at the ATEP campus will terminate the temporary lease with the City of



Tustin. The space vacated at the IVC campus at the A300 and B300 building will become available to meet additional curriculum needs. The new ATEP IVC First Building, located in the north east portion of the ATEP campus, will consist of primarily lab classrooms and support spaces, with some lecture classroom space, offices and student support services. The project includes 50kW of solar electric power and will be a LEED Gold Equivalent building.

Start Preliminary Plans	<b>Oct 2014</b>	Award Design-Build Contract	<b>June 2015</b>
Start Working Drawings	<b>July 2015</b>	Complete Construction	Dec 2017
Complete Working Drawings	<b>March 2016</b>	Advertise for FF&E	Aug 2017
DSA Final Approval	<b>Sept 2016</b>	DSA Close Out	Pending

**Budget Narrative:** Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/15 and 8/22/2016. On February 28, 2011, \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College has elected to use Irvine Valley College RDA equaling \$1, 250,000. On June 26, 2017, the Board approved \$1,100,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 5,950,000	\$28,650,000
District Funding Commitment:	\$23,000,000	\$ 5,950,000	\$28,650,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$0	\$ 1,250,000	\$ 1,250,000

**Status:** Construction phase: 68% complete.

**In Progress:** Exterior and interior painting, exterior hardscape, installation of curtain wall, floor preparation, building mechanical, electrical and plumbing rough-ins. Purchase of IT equipment. Contract negotiation for integrated battery storage system.

**Recently Completed:** Building water testing, masonry wall, interior drywall, site wall mock-up.

**Focus:** Furniture selection and coordination of building utility tie-ins. Photovoltaic interconnect agreement with utility agency

### 3. ATEP – UTILITIES AND INFRASTRUCTURE

**Project Description:** This project is a utilities and infrastructure project required to support construction of the ATEP IVC First Building as well as support future development. Utility and infrastructure construction will be phased with phase 1 including the site utility infrastructure, utility laterals to offsite points of connection and development of vehicular,

bicycle and pedestrian circulation. This phase 1 utility and infrastructure project will address improvements at the north east and a small central portion of the ATEP campus.

Start Preliminary Plans	<b>Oct 2015</b>	Award Construction Contract	<b>Oct 2016</b>
Start Working Drawings	<b>Nov 2015</b>	Complete Construction	Dec 2017
Complete Working Drawings	<b>Mar 2016</b>	Advertise for FF&E	N/A
DSA Final Approval	<b>Jun 2016</b>	DSA Close Out	Jan 2018

Budget Narrative: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board of Trustees approved \$2,475,000.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment:	\$7,000,000	\$2,475,000	\$9,475,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

Status: Construction phase: 45% complete

In Progress: *Coordinate installation services for electrical, telecommunications and natural gas utilities, curb and gutter, irrigation and grading.*

Recently Completed: *Install site conduits for Southern California Edison, Cox, AT&T and Southern California Gas Company.*

Focus: Utility connection coordination between Infrastructure, IVC First Building and City of Tustin Victory Road contractors.

## DISTRICT WIDE

### 1. SUSTAINABILITY/ ENERGY PLAN

Project Description: This project develops a Sustainability/Energy Plan to support the colleges' plans for future sustainability/energy projects and to assist with the development of the ATEP site. Additionally, the plan will advise the campuses on best practices, help take advantage of programs such as, Savings by Design, and recommend procurement methods for various sustainability projects. The project is broken into two phases, the first to focus on development of building design and construction guidelines and the second to focus on campus organizational policies and procedures. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	<b>Jan 2017</b>	Start Plan Development	<b>Feb 2017</b>
Start Research/Analysis	<b>Jan 2017</b>	Complete Plan	<b>May 2017</b>
Complete Research/Analysis	<b>Feb 2017</b>	Final Plan	Oct 2017

Budget Narrative: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$240,000	\$440,000
District Funding Commitment:	\$200,000	\$240,000	\$440,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$240,000	\$440,000

Status: Plan Development: 95% Complete.

In Progress: Presentation and review by *Saddleback* participatory governance groups.

Recently Completed: *Presentation and review by IVC participatory governance groups. Final review by Sustainability & Energy Plan Steering Committee. .*

Focus: Coordinate presentation and review by District-Wide Planning Council.

## 2. ADA TRANSITION PLAN

Project Description: This project includes site accessibility compliance audits to provide the basis for identification, prioritizing, budgeting and implementation of plans to assist the District in developing Americans with Disabilities Act (ADA) Transition Plans. The project includes assessment of barriers to access, summary of costs for remediation, implementation schedules with prioritization and standard drawings for remediation methods. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	<b>Mar 2016</b>	Start Report Development	<b>May 2016</b>
Start Research/Analysis	<b>Mar 2016</b>	Complete Report Development	<b>Sep 2016</b>
Complete Research/Analysis	<b>Jul 2016</b>	Final Report	<b>Oct 2016</b>

Budget Narrative: On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved 400,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

Status: ADA Transition Plan is complete.

In Progress: *Development of RFQ & P for self-evaluation of services, policies and practices.*

Recently Completed: ADA Transition Plan is complete.

Focus: Scheduling staff training of Transition Plan database, project planning and basics of accessible construction.

### 3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION

Project Description: This project develops districtwide technology and building access standards for capital construction projects. The standards will assist current and future design teams in developing construction documents and will establish design guidelines for telecommunications / network infrastructure and associated equipment.

Kick Off	<b>July 2017</b>	Start Report Development	Oct 2017
Start Research/Analysis	<b>July 2017</b>	Complete Report	Dec 2017
Complete Research/Analysis	<b>Sept 2017</b>	Final Report	Jan 2018

Budget Narrative: Budget reflects Board action on 8/22/2016. On June 26, 2017, the Board approved \$100,000.

	Original	Revision	Total
Project Budget:	\$460,000	\$100,000	\$560,000
District Funding Commitment:	\$460,000	\$100,000	\$560,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$100,000	\$560,000

Status: *Recommendations* phase.

In Progress: *Develop preliminary standards and procurement processes for cable infrastructure, audio visual, access control and wireless.*

Recently Completed: *Confirm Research and Analysis findings. Review Master Standards Outline. Conduct IVC site walk.*

Focus: *Initiate Recommendations phase, committee review of draft standards*

### 4. MAPPING AND CONDITION ASSESSMENT

Project Description: This project accurately and comprehensively documents the horizontal and vertical positions of underground utilities, i.e. electrical, natural gas, storm drain, sanitary sewer, telecommunication, fiber optic, non-potable irrigation, and domestic/ fire water. The existing condition of each will be assessed. Accurate utility information assists design teams when developing construction documents preventing construction delays, claims, and major utilities conflicts.

Kick Off	<i>Jan 2018</i>	Start Report Development	<i>June 2018</i>
Start Research/Analysis	<i>Jan 2018</i>	Final Report	<i>Sept 2018</i>

Budget Narrative: Budget reflects Board action on 8/22/2016. On June 26, 2017, the Board approved \$500,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$500,000	\$900,000
District Funding Commitment:	\$400,000	\$500,000	\$900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$500,000	\$900,000

Status: *Request of Qualifications & Proposals (RFQ & P) Phase.*

In Progress: *RFQ & P Process.*

Recently Completed: *Issue RFQ & P, Pre-proposal conference.*

Focus: *Select Firm.*

Project updates for active projects may be viewed at:

<http://www.socccd.edu/businessservices/ProjectUpdates2014.html>

#### Notes

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
  - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Monthly Financial Status Report

**ACTION:** Information

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**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

**STATUS**

The reports display the adopted budget, revised budget and transactions through September 30, 2017 (EXHIBIT A). A review of current revenues and expenditures for FY 2017-2018 show they are in line with the budget.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
General Fund Income and Expenditure Summary  
As of September, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		\$ 65,655,901	65,655,901	65,655,901	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 3,321,902	3,321,902	381,705	11.49%
State Sources	8600-8699	57,606,503	58,353,237	22,449,899	38.47%
Local Sources	8800-8899	240,729,776	240,729,026	24,809,175	10.31%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		301,658,181	302,404,165	47,640,779	15.75%
FISCAL AGENT PASS THROUGH	8970-8979	4,350,212	4,350,212	1,087,553	25.00%
INCOMING TRANSFERS	8980-8989	3,143,842	3,143,842		0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 374,808,136</b>	<b>375,554,120</b>	<b>114,384,233</b>	<b>30.46%</b>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 90,295,240	90,253,390	18,731,669	20.75%
Other Staff Salaries	2000-2999	57,339,922	57,295,659	8,558,367	14.94%
Employee Benefits	3000-3999	57,255,869	57,260,283	12,374,075	21.61%
Supplies & Materials	4000-4999	8,101,817	8,186,441	977,097	11.94%
Services & Other Operating	5000-5999	35,297,872	35,302,577	5,526,811	15.66%
Capital Outlay	6000-6999	18,863,380	18,798,205	1,078,906	5.74%
Payments to Students	7500-7699	1,347,658	2,196,990	897,396	40.85%
Total Expenditures		\$ 268,501,758	269,293,545	48,144,321	17.88%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 1,225,000	1,225,000	625,000	51.02%
Basic Aid Transfers Out	7300-7399	67,231,257	67,231,257	0	0.00%
Intra Fund Transfers Out	7400-7499	4,350,212	4,350,212	0	0.00%
Total Other Uses		72,806,469	72,806,469	625,000	0.86%
<b>TOTAL USES OF FUNDS</b>		<b>341,308,227</b>	<b>342,100,014</b>	<b>48,769,321</b>	<b>14.26%</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 33,499,909</b>	<b>33,454,106</b>	<b>65,614,912</b>	
<b>RESERVES</b>					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 17,446,051	17,446,051		
Reserve for Economic Uncertainties		13,260,177	13,260,177		
College Reserves for Economic Uncertainties		2,793,681	2,747,878		
<b>TOTAL RESERVES</b>		<b>\$ 33,499,909</b>	<b>33,454,106</b>		

NOTE: As of September 30, 2016 actual revenues to date were **25.73%** and actual expenditures to date were **11.33%** of the revised budget to date.

**SADDLEBACK COLLEGE**

General Fund Income and Expenditure Summary  
As of September, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 19,766,282	19,766,282	19,766,282	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 99,419,252	99,419,252	7,949,170	8.00%
Restricted Budget Allocation		39,218,878	39,298,530	18,478,220	47.02%
Total Revenue		138,638,130	138,717,782	26,427,390	19.05%
INCOMING TRANSFERS	8980-8989	1,333,842	1,333,842	0	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<u>\$ 159,738,254</u>	<u>159,817,906</u>	<u>46,193,672</u>	28.90%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 56,488,724	56,431,874	11,089,740	19.65%
Other Staff Salaries	2000-2999	29,015,126	29,036,479	4,152,995	14.30%
Employee Benefits	3000-3999	32,308,544	32,311,796	6,889,789	21.32%
Supplies & Materials	4000-4999	6,042,772	6,027,946	636,482	10.56%
Services & Other Operating	5000-5999	18,661,369	18,731,996	2,130,809	11.38%
Capital Outlay	6000-6999	13,150,367	13,023,463	575,460	4.42%
Payments to Students	7500-7699	946,352	1,129,352	459,095	40.65%
Total Expenditures		\$ 156,613,254	156,692,906	25,934,370	16.55%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 625,000	625,000	625,000	100.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		625,000	625,000	625,000	100.00%
<b>TOTAL USES OF FUNDS</b>		<u>157,238,254</u>	<u>157,317,906</u>	<u>26,559,370</u>	16.88%
<b>LOCATION OPERATING BALANCE</b>		<u>\$ 2,500,000</u>	<u>2,500,000</u>	<u>19,634,302</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>\$ 2,500,000</u>	<u>2,500,000</u>		

NOTE: As of September 30, 2016 actual revenues to date were **20.57%** and actual expenditures to date were **16.96%** of the revised budget to date.



**IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary  
As of September, 2017

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		4,337,276	4,337,276	4,337,276	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 62,394,259	62,394,259	7,389,099	11.84%
Restricted Budget Allocation		18,301,263	18,967,595	7,508,314	39.58%
Total Revenue		80,695,522	81,361,854	14,897,413	18.31%
INCOMING TRANSFERS	8980-8989	1,400,000	1,400,000	0	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<u>86,432,798</u>	<u>87,099,130</u>	<u>19,234,689</u>	22.08%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	32,169,473	32,184,473	6,765,738	21.02%
Other Staff Salaries	2000-2999	18,233,934	18,168,318	2,809,893	15.47%
Employee Benefits	3000-3999	19,195,669	19,196,831	4,411,016	22.98%
Supplies & Materials	4000-4999	1,933,800	2,033,250	318,560	15.67%
Services & Other Operating	5000-5999	8,397,432	8,331,510	1,347,069	16.17%
Capital Outlay	6000-6999	5,557,503	5,619,232	476,947	8.49%
Payments to Students	7500-7699	401,306	1,067,638	438,301	41.05%
Total Expenditures		85,889,117	86,601,252	16,567,524	19.13%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	250,000	250,000	0	
Other Transfers	7400-7499	0	0	0	
Total Other Uses		250,000	250,000	0	
<b>TOTAL USES OF FUNDS</b>		<u>86,139,117</u>	<u>86,851,252</u>	<u>16,567,524</u>	19.08%
<b>LOCATION OPERATING BALANCE</b>		<u>293,681</u>	<u>247,878</u>	<u>2,667,165</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>293,681</u>	<u>247,878</u>		

NOTE: As of September 30, 2016 actual revenues to date were **18.65%** and actual expenditures to date were **18.65%** of the revised budget to date.

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Acting Chancellor

**RE:** SOCCCD: Quarterly Financial Status Report

**ACTION:** Information

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### **BACKGROUND**

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

### **STATUS**

The California Community Colleges Quarterly financial Status Report for SOCCCD, as of September 30, 2017 for FY 2016-2017, is attached (EXHIBIT A) for the Board of Trustees' information and review. The Actual column for FY 2016-2017 shall be completed by the State for the second quarter reporting.

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-31 IQ

[VIEW QUARTERLY DATA](#)

**CHANGE THE PERIOD** ▼

**Fiscal Year: 2017-2018**

**District: (890) SOUTH ORANGE**

**Quarter Ended: (Q1) Sep 30, 2017**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2014-15	Actual 2015-16	Actual 2016-17	Projected 2017-2018
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	211,462,493	242,408,781		244,035,209
A.2	Other Financing Sources (Object 8900)	0	493,350		3,143,842
A.3	Total Unrestricted Revenue (A.1 + A.2)	211,462,493	242,902,131		247,179,051
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	155,345,822	175,141,624		201,658,665
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	45,826,804	64,756,402		67,956,257
B.3	Total Unrestricted Expenditures (B.1 + B.2)	201,172,626	239,898,026		269,614,922
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	10,289,867	3,004,105		-22,435,871
D.	Fund Balance, Beginning	37,322,828	47,612,695		55,889,977
D.1	Prior Year Adjustments + (-)	0	0		0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	37,322,828	47,612,695		55,889,977
E.	Fund Balance, Ending (C. + D.2)	47,612,695	50,616,800		33,454,106
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	23.7%	21.1%		12.4%

## II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	27,822	24,927	27,365	27,365
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## III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2014-15	2015-16	2016-17	2017-2018
H.1	Cash, excluding borrowed funds		31,614,193	30,118,118	52,880,605
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	20,583,762	31,614,193	30,118,118	52,880,605

## 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.	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	244,035,209	244,035,209	21,580,572	8.8%
I.2	Other Financing Sources (Object 8900)	3,143,842	3,143,842	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	247,179,051	247,179,051	21,580,572	8.7%
J.	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	201,612,862	201,658,665	41,731,409	20.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	67,956,257	67,956,257	375,000	0.6%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	269,569,119	269,614,922	42,106,409	15.6%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-22,390,068	-22,435,871	-20,525,837	
L	Adjusted Fund Balance, Beginning	55,889,977	55,889,977	55,889,977	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	33,499,909	33,454,106	35,364,140	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.4%	12.4%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: *(If multi-year settlement, provide information for all years covered.)*

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**  
This year? **NO**  
Next year?

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**TO:** Board of Trustees  
**FROM:** Debra L. Fitzsimons, Interim Chancellor  
**RE:** SOCCCD: Basic Aid Report  
**ACTION:** Information

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### **BACKGROUND**

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

### **STATUS**

As of October 1, 2017, total estimated Basic Aid receipts are \$758.4M and total approved projects are \$741M as shown in EXHIBIT A. The balance of \$17.4M is the reserve for unrealized tax collections and unallocated funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

Changes from the August, 2017 report includes a net \$896,614 of new and revised project allocations recommended with the adopted budget on September 11, 2017 special board of trustees meeting. This new quarterly report format will report year to date expenses for the current year and the remaining unspent balance. Projects with adjusted allocations and new projects are highlighted.

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
October 30, 2017**

<i><b>Project Description</b></i>	<i><b>Approved Amount</b></i>	<i><b>1999/2014 Actual</b></i>	<i><b>2014/15 Actual</b></i>	<i><b>2015/16 Actual</b></i>	<i><b>2016/17 Actual</b></i>	<i><b>2017/18 YTD Actual</b></i>	<i><b>Balance Remaining for 2017/18</b></i>
<b>CLOSED PROJECTS</b>							
CLOSED PROJECTS TOTAL	221,722,480	215,748,456	2,354,029	3,333,662	286,333	-	(0)
<b>CAPITAL PROJECTS</b>							
ATEP Building Demolition (2007)	13,700,000	4,148,386	2,741,440	22,998	(1,949)	-	6,789,126
ATEP First Building Phase 3A (2011)	27,400,000	761	336,973	1,985,988	8,213,622	3,931,976	12,930,680
ATEP First Building Support (2017)	750,000					-	750,000
ATEP Operating Budget (2006)	14,177,729	12,049,995	622,701	689,013	816,021	-	-
ATEP Site Development (2013)	10,625,000	1,374,635	986,687	1,054,743	955,676	70,646	6,182,613
ATEP Staffing, Equipment, Program Development (2007)	891,611	851,148	2,026	-	38,437	-	-
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	-		547,695	781,024	294,987	7,851,294
IVC A200 Success Center (2014)	505,005	-		-	-	-	505,005
IVC A400 Bldg Remodel (2011)	13,013,000	1,589,588	5,695,412	2,218,447	990,200	(381,874)	2,901,227
IVC B200 Classroom Wing & Labs (2015)	400,000	-		4,257	151,187	-	244,556
IVC B400 Labs and Entrance Controls (2015)	410,000	-	1,600	4,333	-	-	404,067
IVC Defects Performing Arts Center (2014)	1,400,000	2,611	54,736	-	51,646	-	1,291,007
IVC Design and Install Entrance from Barranca (2003)	2,850,000	333,100	38,525	92,072	1,710,284	(40,866)	716,885
IVC Fine Arts Building (2008)	15,448,598	61,278		-	-	-	15,387,320
IVC Health Center/Concessions Building (2016)	6,140,000	-		67,133	123,047	600	5,949,220
IVC Life Sciences Project (2004)	2,490,000	3,263,187	(1,120,532)	14,207	44,513	-	288,625
IVC New Parking Lot (2013)	7,488,000	-		18,950	105,492	9,985	7,353,573
IVC Performing Arts Center Waterproofing (2013)	470,000	-		-	2,930	-	467,070
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-			5,700	-	674,300
SC Building Repairs - LRC Comm Arts Renovation (2013)	3,839,073	27,311	1,702,050	102,627	1,173,322	257,099	576,664
SC Building Repairs - ATAS Building (2003)	20,545,313	834,539	86,693	332,307	55,396	27,415	19,208,963
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687	644,063	1,532,643	7,435,103	92,372	68,222	477,285
SC Data Center Project (2016)	1,000,000	-		-	7,472	6,633	985,895
SC Fine Arts HVAC Renovation (2013)	10,150,000	78,845	216,891	5,173,241	4,601,983	17,963	61,077
SC Fire Alarm System (2015)	500,000	-		-	46,259	-	453,741
SC LRC Defects (2015)	750,000	-		8,272	48,892	-	692,836
SC New Gateway Building (2013)	19,658,820	-		-	-	-	19,658,820
SC Sciences Building (M/S/E annex) (2003)	67,358,346	9,748,435	28,145,264	20,710,561	3,299,444	968	5,453,674
SC SME Building Renovation (2016)	750,000	-		-	1,499	6,361	742,140
SC Stadium and Site Improvements (2008)	39,525,000	327,184	145,814	347,766	-	1,215,591	37,488,646
SC PE 200 and 300 Interior Renovation (2014)	1,000,000	-		54,351	8,925	-	936,724
SC PE 400 and 500 Renovation (2014)	800,000	-		-	-	-	800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000	14,205	2,438	11,889	-	-	721,468
CAPITAL PROJECTS TOTAL	305,190,182	35,349,269	41,191,360	40,895,953	23,323,394	5,485,706	158,944,500
<b>SCHEDULED MAINTENANCE</b>							
IVC Library Exterior (2013)	275,000	1,830	5,289		-	-	267,882
IVC Lighting & Walkways (2013)	795,055	332,278	170,531	6,750	29,348	-	256,148
IVC SM B100 Roof & HVAC (2015)	493,350	-		-	-	-	493,350
IVC Sports Facilities (2012)	342,600	44,014	30,565	29,488	164,094	568	73,871
SC Central Plant (2013)	750,000	85,655	109,072	440,085	115,119	-	69
SC HVAC PE 100 (2014)	800,000	-		-	-	-	800,000
SC PE200 Bleacher Repairs (2014)	575,000	-	2,841	88,099	117,185	214,164	152,711
SC PE Complex (2013)	650,000	-		-	-	143,369	506,631
SC Walkway Lot 9 to Quad (2017)	500,000	-			-	-	500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	5,181,005	463,777	318,298	564,421	425,746	358,101	3,050,662

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
October 30, 2017**

<i><b>Project Description</b></i>	<i><b>Approved Amount</b></i>	<i><b>1999/2014 Actual</b></i>	<i><b>2014/15 Actual</b></i>	<i><b>2015/16 Actual</b></i>	<i><b>2016/17 Actual</b></i>	<i><b>2017/18 YTD Actual</b></i>	<i><b>Balance Remaining for 2017/18</b></i>
<b>IT PROJECTS</b>							
Campus Desktop Refresh (2013)	4,249,334	1,492,186	1,913,336	306,537	531,912	5,364	(0)
Campus Desktop Refresh (2015)	3,376,000	-	-	1,398,967	104,864	6,724	1,865,445
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	-	35,906	109,832	51,194	13,069	243,599
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	-		-	38,416	-	77,184
SOCCCD Awards Management System (2013)	500,000	457,871		-	-	-	42,129
SOCCCD Blackboard Plug-ins (2013)	150,000	2,000	15,400	30,950	5,205	16,275	80,170
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	5,264,000	-	-	125,602	360,359	12,327	4,765,712
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	-		8,113	566,119	95,009	65,759
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	626,491	222,358	233,714	197,840	89,944	224,373
SOCCCD District IT Back Office Automation (2016)	210,000	-		69,488	-	26,864	113,648
SOCCCD District-wide Network Security (2015)	912,395	-	322,157	40,960	-	-	549,278
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	-			711,769	44,582	63,649
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	3,906,690	2,243,712	410,194	119,524	22,260	282,279
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000	31,386		7,500	12,500	-	98,614
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,000	-			314,033	970	39,997
SOCCCD HR/Bus Svcs Integrated Software (2013)	16,042,300	2,137,801	5,586,580	3,506,054	2,381,424	273,259	2,157,182
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500	-		-	27,600	-	26,900
SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys	50,000	14,400			12,460	-	23,140
SOCCCD IT Basic Aid Projects (2013) IT Contingency	907,328	64,600		-	-	-	842,728
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	8,342,629	11,747	131,573	211,137	9,607	38,077
SOCCCD MAP Enhancements (2017)	280,000				-	-	280,000
SOCCCD Master Calendar Integration (2014)	300,000	58,500	677	-	-	33,294	207,529
SOCCCD MySite Security (2014)	302,000	47,280	164,662	67,732	(18,061)	-	40,387
SOCCCD New Student Print Solution (2016)	238,921	-		124,115	91,088	-	23,718
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	-		5,199	-	36,225	159,576
SOCCCD Positive Attendance Hours (2016)	198,000	-		-	149,462	46,372	2,166
SOCCCD Predictive Analytics (2013)	250,000	54,052	62,515	68,615	12,118	6,710	45,990
SOCCCD Refresh MDF and IDF (2016)	1,000,000	-	-	195,340	95,097	3,198	706,365
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000	-	-	316,411	494,206	-	114,383
SOCCCD Server Configuration & Security (2017)	180,000				-	-	180,000
SOCCCD Service Desk Software (2017)	465,000				-	4,960	460,040
SOCCCD Student Early Alert System (2016)	226,800	-		-	-	-	226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-		-	-	-	600,000
SOCCCD Student Information System Enhancement (2013-2015)	9,955,200	2,767,037	1,379,858	1,544,979	1,574,564	363,549	2,325,213
SOCCCD Student Success Dashboard (2014)	550,000	52,324	382,882	107,632	-	-	7,162
SOCCCD Student Success Roadmap (2017)	875,000				-	-	875,000
SOCCCD Support Multiple Prerequisites (2015)	302,400	-	12,584	150,559	103,527	-	35,730
SOCCCD System Testing and Stability (2016)	377,000	-		46,465	16,139	5,494	308,902
SOCCCD Tableau for Data Visualization (2016)	270,000	-		192,434	39,405	4,193	33,968
SOCCCD Unified Student ID Card (2016)	452,000	-		-	-	16,880	435,120
SOCCCD Waitlist Modification (2014)	699,600	249,920		-	2,430	-	447,251
SOCCCD Wireless Coverage Expansion (2015)	738,000	-	30,452	7,649	425,660	-	274,239
SOCCCD Wireless Upgrade (2016)	1,907,990	-			20,017	-	1,887,973
SOCCCD Workday Student BPA Sessions (2016)	317,800	-		73,482	42,432	-	201,886
SOCCCD Workday Student Influencer Program (2016)	375,000	-		15,211	146,545	5,453	207,791
<b>IT PROJECTS TOTAL</b>	<b>73,655,916</b>	<b>20,305,166</b>	<b>12,384,825</b>	<b>9,295,307</b>	<b>8,840,985</b>	<b>1,142,582</b>	<b>21,687,051</b>



**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
October 30, 2017**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2014 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>2016/17 Actual</i>	<i>2017/18 YTD Actual</i>	<i>Balance Remaining for 2017/18</i>
<b>OTHER ALLOCATIONS</b>							
SOCCCD Design/Build Specialty Consultant (2013)	525,000	105,025	66,635	95,962	23,965	-	233,413
SOCCCD Dist Union Offices (2014)	162,750	-	29,115	3,742	2,046	-	127,847
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	-		283,949	373,583	3,500	578,968
SOCCCD District-wide ADA Transition Plan Projects (2017)	3,000,000	-			-	-	3,000,000
SOCCCD District-wide Mapping (2015)	900,000	-		-	48	-	899,952
SOCCCD District-wide Sustainability/Energy Planning (2016)	440,000	-		6,453	220,923	5,713	206,911
SOCCCD District-wide Tech Consultant for Capital Constr (2016)	560,000	-			66,552	15,176	478,272
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	145,830		10,263	18,108	33,830	706,969
SOCCCD DSA Project Close Out (2013)	400,000	26,591	6,940	13,926	155,958	840	195,745
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	-			-	-	1,400,000
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000	3,040	-	-	6,597	4,710	195,653
SOCCCD Insurance Deductibles (2014)	400,000	100,000	100,000	100,000	100,000	-	-
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	985,000	478,047	106,955	111,686	100,912	15,566	171,834
SOCCCD Legal Counsel Facility Related Issues (2013)	1,155,000	37,877	36,405	17,878	93,815	14,878	954,148
SOCCCD Pension Rate Stabilization Program (2016)	39,700,000	-		14,500,000	12,600,000	-	12,600,000
SOCCCD Pre-Planning and Investigation (2015)	610,000	-	3,343	29,087	149,215	5,107	423,248
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	1,753,071	389,456	-	483,157	-	723,304
SOCCCD Retiree Benefits (2001 - present)	79,287,683	60,027,683	-	3,600,000	11,050,000	-	4,610,000
<b>OTHER ALLOCATIONS TOTAL</b>	<b>135,239,421</b>	<b>62,677,164</b>	<b>738,848</b>	<b>18,772,946</b>	<b>25,444,879</b>	<b>99,320</b>	<b>27,506,264</b>

<b>BASIC AID PROJECT TOTALS</b>	<b>740,989,004</b>	<b>334,543,831</b>	<b>56,987,360</b>	<b>72,862,289</b>	<b>58,321,337</b>	<b>7,085,709</b>	<b>211,188,478</b>
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Commitments	505,341,710	45,306,580	61,387,393	59,909,924		69,043,398
Cumulative Commitments	505,341,710	550,648,290	612,035,682	671,945,606		740,989,004
Receipts	523,933,281	51,659,425	52,672,948	66,017,281		64,152,119
Cumulative Receipts	523,933,281	575,592,706	628,265,654	694,282,935		758,435,054
Cumulative Expenses	334,543,831	391,531,191	464,393,481	522,714,818		529,800,527
Uncommitted Basic Aid Funds	189,389,450	184,061,515	163,872,173	171,568,117		17,446,050

	<i>Approved Amount</i>					<i>Receipts Change</i>	<i>Commitment Change</i>
<b>Change from August 2017 Report:</b>							
ATEP First Building Support							750,000
ATEP Operations							(53,386)
ATEP Site Development							200,000
<b>Total Change from August 2017 Report</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>896,614</b>

**TO:** Board of Trustees

**FROM:** Debra L. Fitzsimons, Interim Chancellor

**RE:** SOCCCD: Retiree (OPEB) Trust Fund

**ACTION:** Information

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### **BACKGROUND**

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

### **STATUS**

This report is for the periods ending July 31, 2017 and August 31, 2017 (EXHIBIT A).

For July, the portfolio was comprised of 48.9% Fixed Funds (Bonds) and 51.1% Common Stocks (Domestic and International). The portfolio's performance increased 1.51%, ending with a fair market value of \$111,728,835 and an annualized return of 5.85%.

For August, the portfolio was comprised of 49.2% Fixed Funds (Bonds) and 50.8% Common Stocks (Domestic and International). The portfolio's performance increased 0.37%, ending with a fair market value of \$112,145,520 and an annualized return of 5.84%.

August 10, 2017

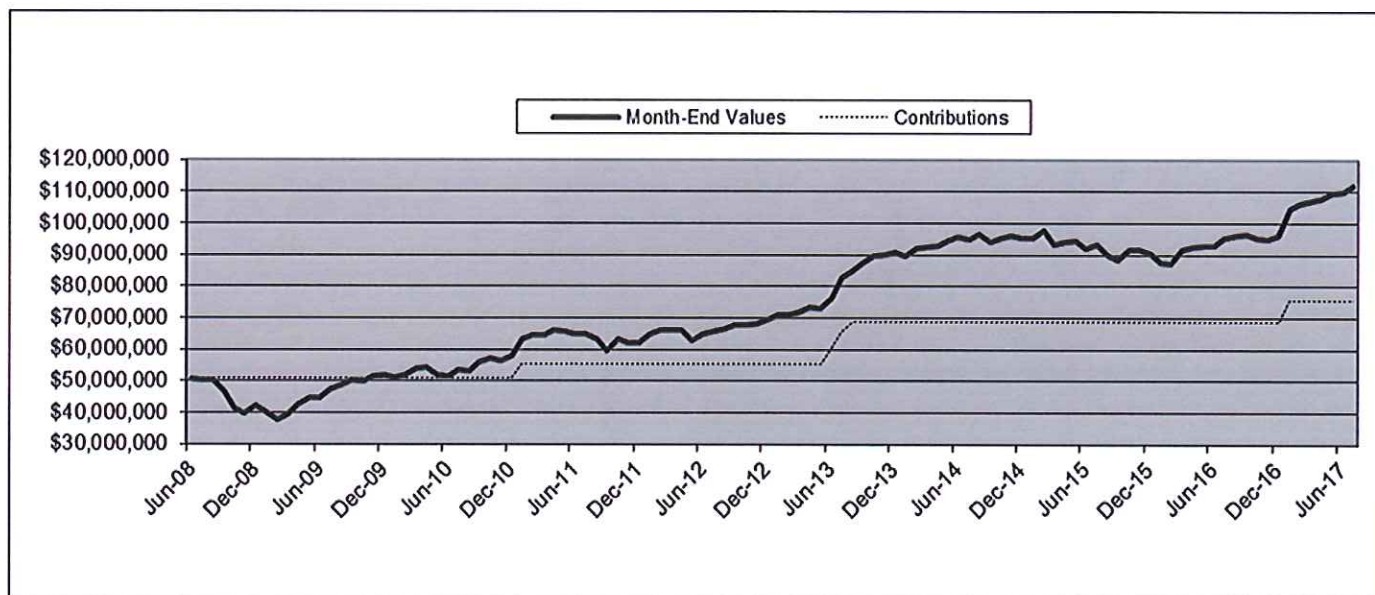
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on July 31st of \$111,728,834.97 your portfolio's performance was up 1.51% for the month and up 5.85% 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 (51.1%) and fixed income funds (48.9%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, and \$6,876,877.96 on January 20, 2017 for a total of \$75,676,601.70. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>July 2017</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	1.51%	8.60%	5.85% annualized return
S&P 500	2.06%	11.60%	9.87% (Domestic Stocks)
MSCI EAFE	2.88%	17.09%	2.71% (International stocks)
Barclays Aggregate	0.43%	2.72%	4.21% (Domestic Bonds)
Barclays Global	1.68%	6.17%	2.87% (Global Bonds)



Very truly yours,



Scott W. Rankin  
Senior Vice President





September 13, 2017

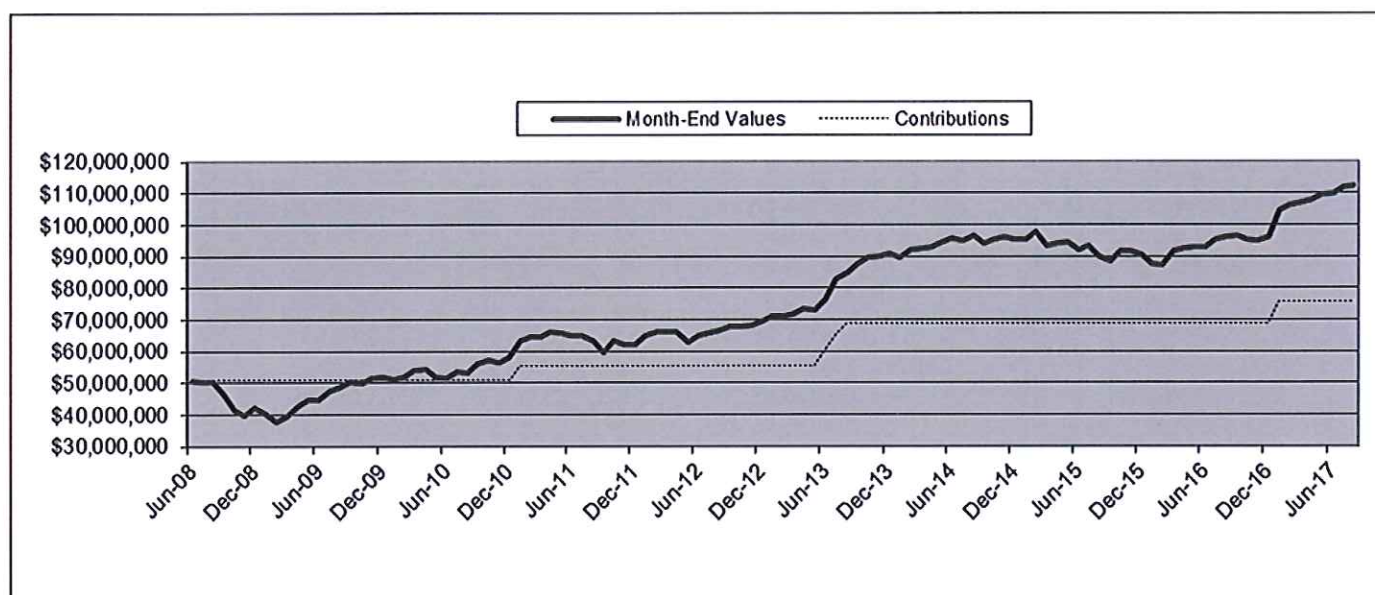
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on August 31st of \$112,145,519.69 your portfolio's performance was up 0.37% for the month and up 5.84% 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 (50.8%) and fixed income funds (49.2%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, and \$6,876,877.96 on January 20, 2017 for a total of \$75,676,601.70. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>August 2017</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.37%	9.00%	5.84% annualized return
S&P 500	0.31%	11.95%	9.81% (Domestic Stocks)
MSCI EAFE	-0.04%	17.05%	2.68% (International stocks)
Barclays Aggregate	0.90%	3.64%	4.27% (Domestic Bonds)
Barclays Global	0.99%	7.22%	2.96% (Global Bonds)



Very truly yours,

Scott W. Rankin  
Senior Vice President

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
July-16	\$ -	\$ 64,799,724	\$ 95,377,249
August-16	\$ -	\$ 64,799,724	\$ 95,929,958
September-16	\$ -	\$ 64,799,724	\$ 96,320,870
October-16	\$ -	\$ 64,799,724	\$ 95,230,338
November-16	\$ -	\$ 64,799,724	\$ 94,958,568
December-16	\$ -	\$ 64,799,724	\$ 96,106,489
January-17	\$ 6,876,878	\$ 71,676,602	\$ 104,516,816
February-17	\$ -	\$ 71,676,602	\$ 106,178,127
March-17	\$ -	\$ 71,676,602	\$ 106,889,989
April-17	\$ -	\$ 71,676,602	\$ 107,981,028
May-17	\$ -	\$ 71,676,602	\$ 109,311,569
June-17	\$ -	\$ 71,676,602	\$ 110,063,884
July-17	\$ -	\$ 71,676,602	\$ 111,728,835
August-17	\$ -	\$ 71,676,602	\$ 112,145,520
	<b>\$ 71,676,602</b>		



TO: Members of the Board of Trustees  
FROM: Debra L. Fitzsimons, Interim Chancellor  
SUBJECT: District Services Report for October 30, 2017 Board of Trustees Meeting

**Dr. Debra Fitzsimons Announces Retirement**

Interim Chancellor Debra L. Fitzsimons has announced that she will retire on December 30. She has served as interim chancellor since July 1, 2016, when the board of trustees appointed her to the position following the retirement of Gary Poertner. Previously, she held the position of vice chancellor of business services beginning in 2011, in which she successfully oversaw the district's business and financial operations, and managed a budget of over \$800 million and multiple business-related projects and initiatives.

The board of trustees will select an acting chancellor to lead the transition following the retirement of Dr. Fitzsimons and will begin the search for a permanent chancellor with the goal of having someone in place by the summer of 2018.

**Dr. Cindy Vyskocil Named Vice Chancellor of Human Resources**

Dr. Cindy Vyskocil has been selected as the vice chancellor of human resources. She will begin employment on November 3.

Dr. Vyskocil served as the vice chancellor of human resources at Coast Community College District where she oversaw human resources, labor relations, employment services, negotiations, and employee benefits. Prior to that, she served as associate vice president of human resources at Long Beach Community College District and director of equity and diversity at North Orange County Community College District.

Dr. Vyskocil earned a Doctorate in Educational Administration and Leadership from the University of California, Irvine; a Master of Public Administration from California State University, Fullerton; and a Bachelor of Science in Justice Studies and Bachelor of Arts in Telecommunications from Arizona State University.

**ATEP Development Featured in *Orange County Business Journal***

The Advanced Technology and Education Park was featured in the September 18 issue of the *Orange County Business Journal* with a written piece and advertisement composed and designed by public affairs. The article provides a description of the mission and goals of ATEP, offers details on Saddleback College's and Irvine Valley College's plans for the site, and invites education and business partners to collaborate in the site's development. Additionally, the advertisement congratulates the City of Tustin

on its 90<sup>th</sup> anniversary and includes composites of the Irvine Valley College and Saddleback College buildings at ATEP.

### **Human Resources Update**

Denise Whittaker has stepped in to assist the district as acting vice chancellor of human resources until Dr. Vyskocil begins in the role on November 3.

After the CalSTRS required six-month waiting period, many of our full-time faculty who retired in May 2017 are returning as part-time faculty, scheduled to teach in the Spring 2018 Semester. We gladly welcome back these dedicated, experienced, and knowledgeable instructors!

Human resources is working diligently to process and prepare for the third group of retirees who will leave us on December 29. With mixed emotions we will be saying goodbye to many of our wonderful colleagues and friends. It's a bittersweet transition for our district as we say farewell to this group of dedicated and knowledgeable employees. At the same time, we are recruiting multiple positions for the colleges.

Progress is underway to convert additional paper processes to complete through Workday.

We are breaking ground on the new classified Administrative Regulation for hiring AR4011.3. Human resources thanks the colleges for their support – everyone seems focused on success. Regular trainings are scheduled at each college bi-weekly and recruitments are underway.





# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T 949-451-5100 | [www.ivc.edu](http://www.ivc.edu)

**TO:** Debra L. Fitzsimons, EdD, Interim Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President *GR*

**DATE:** October 12, 2017

**SUBJECT:** **President's Report for the October 30, 2017 Board of Trustees Meeting**

## **IVC Marks Banned Book Week**

On September 28, the Irvine Valley College (IVC) Library, School of Humanities and ELEVATE AAPI sponsored the "Stand for the Banned" banned books event. Featured speaker Mitsuye Yamada, Japanese American poet and author, shared readings from her works. Students, faculty, staff and administrators celebrated the freedom to read and brought forth awareness of censorship in our society.

## **President Roquemore Appointed to the Advisory Committee on Educational Services**

President Roquemore was appointed to the Community College League of California's (League) Advisory Committee on Education Services (ACES). The primary work of ACES focuses on trustee and CEO development programs, the annual convention, and other education services of the League.

## **ASEC Hosts STEM Transfer Talk**

On October 6, the Applied Sciences and Engineering Club (ASEC) hosted its STEM (sciences, technology, engineering and math) Transfer Talk. Representatives from UCI, Cal State Fullerton, Cal State Long Beach, Cal Poly Pomona, Chapman, Johns Hopkins, UCLA, CALTECH, and Saint Mary's 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 Hosts Mentor Me Program**

On October 6, IVC hosted the new Mentor Me Program in partnership with the Irvine Rotary Club, UC Irvine, Brandman University, and Santa Ana College. Vice President for Student Services Linda Fontanilla, EdD, spearheaded the program and led the afternoon's conversations over lunch and Santa Ana College President Linda Rose, EdD, served as the keynote speaker. Thirty-two students from the host colleges and 32 local professionals came together to discuss the importance of mentorship and how mentoring can positively change students' lives. At the end of the luncheon, the students and professionals established partnerships that will last for one year. During the year-long partnership, they participate in several activities to become acquainted with one another. The Mentor Me Program was created with the purpose of having the mentors help guide and create pathways for students, opening doors that otherwise may never be open.



### **IVC Opens Food Resource Center**

On October 2, IVC officially opened the Food Resource Center. The Food Resource Center provides registered students with the appropriate resources to manage a sufficient, healthy diet. The purpose of the program is to provide short-term relief for students with ongoing food insecurities, while also offering referrals for additional community support and ongoing assistance. The services offered at the Food Resource Center are free and confidential. The California Community Colleges Chancellor's Office (CCCCO) awarded IVC \$20,000 in one-time funds to help start the Food Resource Center, as the state recognizes the many barriers students face with homelessness and food insecurities. These funds will be used to buy dry foods and supplies to keep the center open four days a week. In addition to this state allocation, the Assistance League and the Assisteens voted to donate up to \$25,000 to the Food Resource Center. The Assisteens would like to see this as an on-going project that they can participate in on a regular basis. Their donation will also be used for food and limited supplies such as toiletries and items to make homeless students more comfortable as they identify permanent housing. This donation will further strengthen the long-lasting partnership IVC has with the Assistance League.

### **Transfer Fair**

On October 3, the IVC Transfer Center hosted the fall semester Transfer Fair. Students had the opportunity to meet with representatives from 50-60 regionally accredited universities and colleges, including University of California campuses, California State University campuses, and numerous private universities.

### **Loose Change Fundraising Drive for Hurricane Relief**

On September 13-14, the Associated Student Government (ASG of IVC), IVC Foundation and Offices of Student Life and Equity, held a fundraising drive to support students at Houston Community College who were devastated by Hurricane Harvey. Donations came in across the campus totaling \$2,137 for the two-day fundraising drive.

### **DREAM Book Club**

On October 9, students, faculty and staff participated in the first Diverse Readings to Educate About Multiculturalism (D.R.E.A.M.) Book Club meeting of the semester. The group discussed the first three chapters of the book *Presumed Incompetent: The Intersections of Race and Class for Women in Academia* by Gabriella Gutierrez Muhs, Yolanda Flores Niemann, Carmen G. Gonzalez, and Angela P. Harris. The Office of Student Life and Equity Programs led the discussions examining emotional response, important themes and significant plot points.

### **IVC Participates in the Great California ShakeOut**

On October 19, IVC participated in the Great California ShakeOut drill. At 10:19 am, students, faculty and staff practiced the "drop, cover and hold on" method for protecting themselves in the event of an earthquake.

#### **4<sup>th</sup> Annual Mock Interview Workshop**

On October 13, the IVC Career Center hosted a mock interview and career summit for students to gain interview experience. The summit, which included participation from Brandman University and the Irvine Rotary Club, provided students with the opportunity to interview in panel-format and receive immediate feedback to apply in real-life situations. Guest speakers provided insight to students with regard to in-person and online networking and personal branding. Students learned job search skills, resume and cover letter writing tips, networking skills and other feedback from industry professionals.

#### **CCC Guided Pathways Workshop – Orange County**

On September 28, members of the IVC guided pathways team attended the IEPI Guided Pathways Workshop sponsored by the CCCCO. Members of the IVC team included President Roquemore, Traci Fahimi, Chris McDonald, Linda Fontanilla, Loris Fagioli, Angel Hernandez, Tiffany Tran, Roopa Mathur, Brent Monte, Julie Scholl, and Anissa “Cessa” Heard-Johnson. The state of California’s 2017-2018 budget includes a one-time investment of \$150 million to support the implementation of the Guided Pathways framework at all 114 California community colleges. The day-long workshop served as a mandatory first step for any college interested in receiving a portion of these funds. Attendees heard from early adopters about their experience implementing Guided Pathways; learned about the Guided Pathways framework, implementation timeline, and funding and reporting details; and received support to complete their Guided Pathways self-assessment tool.

#### **IVC Hosts Walk of Hope Suicide Awareness and Prevention Day**

On November 3, IVC will host the Walk of Hope to promote education and awareness about the problem of suicide. The purpose of the walk is to bring attention to a stigmatized topic, strengthen the community, and energize efforts to save the lives of those who have served our country, as well as our young population of students. Community and mental health agency booths will provide educational materials and referrals.

#### **Pathways Project Institute #6**

On October 26-28, members of the IVC Guided Pathways team including President Roquemore, Brent Monte, Roopa Mathur, Loris Fagioli, Linda Fontanilla, Traci Fahimi, and Trustee TJ Prendergast, attended the Pathways Project Institute #6—Policy Meets Pathways: Governing Board Roles and Policy Change in Seattle, Washington. The objectives for the Pathways Institute #6 included: considering implications for institutional policy, procedures, and processes in implementing guided pathways; discussion of the trustees’ role in codifying and sustaining institutional implementation of guided pathways; consideration of opportunities for practitioners to influence state policy discussions around student success, affordability, and pathways reforms; exploring the role of state systems and associations in spurring and managing change; examining needs and opportunities for community colleges to enhance partnerships with K-12, workforce, and human service agencies to support pathways for students; and reflecting on college progress and achievements over the course of the Pathways Institute series, and planning for next steps in the implementation of pathways at scale.



## **SADDLEBACK COLLEGE**

28000 Marguerite Parkway • Mission Viejo, CA 92692  
949.582.4500 • [www.saddleback.edu](http://www.saddleback.edu)

TO:               Members of the Board of Trustees  
  
                      Dr. Debra L. Fitzsimons, Interim Chancellor

FROM:           Dr. Gregory Anderson, President

SUBJECT:        Report for October 30, 2017 Board of Trustees Meeting

### **Welcome Dr. Gregory Anderson**

Saddleback College students, faculty, staff and managers held a reception on Monday, October 16 to welcome newly appointed Saddleback College President, Dr. Gregory Anderson.

### **Change Leadership Summit**

President Anderson, along with a team from Saddleback College, attended the Change Leadership Summit to gain insight into capitalizing on employee talent at all levels and fostering leadership development to take student achievement to a higher level.

California Community Colleges Chancellor Eloy Oakley discussed the Strategic Vision for Success and what it means for leaders in the Chancellor's Office and the field. Participants heard Chancellor Oakley's thoughts about the whole system change approach necessary to implement this vision.

The conference focused on developing approaches, mindsets, and tools that enhance local leadership efforts; assessing challenges and opportunities for collective system leadership within and across institutions; and identifying and exploring leadership demands for whole systems change.

Dr. Juan Avalos, vice president of Student Services, Dr. Karima Feldhus, assistant vice president for Institutional Effectiveness, Dr. Jennifer Klein, director of Planning, Research and Accreditation, Blake Stephens, department chair of Architecture/Drafting, Don Mineo, career guidance specialist, Anthony Teng, dean of Advanced Technology and Applied Science, and Dr. Kevin O'Connor, dean of Liberal Arts, made up the team attending the conference October 5-6 at the Hotel Irvine.

## **Guided Pathways**

Saddleback College is ramping up to join the Guided Pathways initiative through the California Community Colleges Chancellor's Office (CCCCO). The first step was sending a team to a one-day workshop on September 28 to qualify for a portion of the \$150 million set aside in the 2017-18 state budget to support the multi-year program designed to provide each college with the opportunity to implement Guided Pathways as an overarching framework for significantly improving student outcomes. Attendees heard from early adopters about their experiences, and received more information about the timeline to implement changes, and funding and reporting details.

The Saddleback team consisted of President Gregory Anderson, Vice President of Student Services Dr. Juan Avalos, Assistant Vice President for Institutional Effectiveness Dr. Karima Feldhus, Dean of Career Pathways and Dual Enrollment Dr. Renah Wolzinger, Director of Planning, Research and Accreditation Dr. Jennifer Klein, Program Research Analyst Troung Tran, Dean of Counseling Penny Skaff, Counselor Jennifer Rachman, Articulation Officer Aimee Tran, Horticulture and Landscape Department Co-Chair Ken Lee and Associated Student Government student Axel Laverde.

Guided Pathways helps students become career focused, and center their education plans around their eventual pathways to transfer and into the workplace. The CCCCCO states, "Research shows that students are more likely to complete on time if they identify a career goal early on, have a clear outline of the courses required, and receive consistent guidance and support along the way. We need to structure our colleges to more effectively support students through this progression." Saddleback joins Irvine Valley College, who received a grant to become a guided pathway college, and is looking forward to breaking down barriers for our students across the district.

## **CTE OC Regional Leadership Summit**

Saddleback College was well represented at the CTE OC Regional Leadership Summit on September 27 at the Coast Community College District board room. The event was attended by 120 CTE leaders across Orange County from both high schools and community colleges. Dr. Renah Wolzinger, dean of Career Pathways and Dual Enrollment, presented on college credit for high school students, and is working across systems to help form a regional approach to early college credit opportunities. Israel Dominguez, director of Economic and Workforce Development, presented on the state of industry credentials. Both dual enrollment and industry credentials are important components for the new College and Career Indicator, a rating that helps parents and students understand the offerings at their local high schools and allows for a fair comparison across all local education agencies and schools.

## **Farewell to Acting President Denise Whittaker**

Managers, faculty and staff said goodbye to President Whittaker during an afternoon get-together on October 11. President Whittaker served as the acting president beginning July 3 after past President Dr. Tod A. Burnett retired June 30.

## **ATAS Student Earns Grainger Scholarship**

Automotive Technology student Kyle Moeller was feted October 4 at the Grainger Distribution Center in Mira Loma for earning the Grainger Tools for Tomorrow scholarship of \$2,000. Once he has earned his certificate, Grainger will provide him with a set of tools to further his career. Moeller, of Dana Point, is working toward his associate degree while working full-time at Allen Cadillac GMC in Laguna Niguel.

Each year, Grainger works with the American Association of Community Colleges to offer two scholarships at participating community colleges in the U.S. The scholarships are awarded to students in skilled trade and public safety programs such as plumbing, welding, automotive, construction, fire safety and law enforcement. Half of the scholarships offered are earmarked for veterans of the U.S. Armed Forces. Since 2006, Grainger has donated more than \$4 million to support technical education.

## **Great Shakeout**

Saddleback College participated in the Great Shakeout earthquake and evacuation drill at 10:19 am October 19. Nearly 800,000 participants registered for this year's event in Orange County alone. The annual practice drill started in California in 2008.

## **Teacher Pipeline Visits UC Irvine**

The Teacher Preparation Pipeline toured University of California, Irvine on October 12. The day included a variety of workshops and information about the campus, and featured the Cal Teach Program in Math and Science. UCI CalTeach is a unique academic program that recruits talented undergraduate science and math majors to prepare for a teaching career. It is jointly sponsored by the School of Biological Sciences, School of Physical Sciences, and School of Education.